
TABLE OF CONTENTS

Tab	Contents
1. Contract	Metro / CCS
2. Exhibit A	Pricing
3. SOW	Statement of Work (EMR)
4. Sub License	3-Way (CCS/Metro/BCA) with Exhibit between CCS/BCA
5. Maintenance	3-Way (Metro/CCS/BCA)

For Metro Use Only
Number: 16042
Date: Sept. 30, 2005

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS
FOR PURCHASE OF SERVICES**

This contract is entered into on this first day of October, 2005, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and Correct Care Solutions, 3343 Perimeter Hill Drive, Suite 200, Nashville, Tennessee 37211 ("Contractor"). This contract consists of the following documents:

- *This document,*
- *Request For Proposal (RFP)# 05-04,*
- *Business Computer Associates-Electronic Health Record System Statement of Work dated August 26, 2005 (the "BCA Statement of Work"),*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *any properly executed amendment or change order to this contract (most recent with first priority),*
- *this contract,*
- *RFP #05-04,*
- *BCA-Electronic Health Record System Proposal,*
- *Value added services-network, claims adjudication and claims payment services for the inmates as stated in Letter of August 18, 2005,*
- *Contractor's Response, and*
- *Affidavits and Insurance.*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

- A) Provide Healthcare Medical Services for inmates in the custody of Metro's Sheriff's Department as requested in RFP #04-05 and will be provided as stated in Contractor's Response,**
- B) Provide Electronic Medical Records Solution as submitted by BCA and included herein.**
- C) Value Added services as noted in Letter dated August 18, 2005.**

2. Term.

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about October 1, 2005 (beginning date). The initial contract term will end on September 30, 2008 (ending date).
- b) This contract may be extended for two (2) additional term(s) of one (1) year each. The option to extend shall be mutually agreed upon by both parties. The option to extend will be exercised by the Purchasing Agent. To be effective, any extension must be approved by Metro's Department of Law and Department of Finance. In no event shall the term of this contract including extensions, exceed five (5) years.

3. **Compensation.** Contractor shall be paid according to "Option 3" as proposed by Contractor and herein attached as Exhibit A, which is incorporated herein by reference as fully as if reprinted herein in its entirety.

There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

Subject to and in accordance with the provisions of this Section, Metro may withhold payment of any invoice from Contractor (or part thereof) that it in good faith disputes as due or owing. In such case, Metro shall pay any undisputed amounts and provide a written explanation to Contractor of the reason it disputes the amount. The failure of Metro to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by Metro, so long as Metro complies with the provisions of this Section 3. All of Contractor's obligations under this Contract shall continue unabated during the resolution of the dispute.

4. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.

5. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.

6. **Deleted.**

7. **Copyright, Trademark, Service Mark, or Patent Infringement.**

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council. Notwithstanding the provisions of this contract, this Section 7 shall not apply to any matters pertaining to the Electronic Medical Records Services, which shall be governed by the BCA Agreements.
- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) *Procure for Metro the right to continue using the products or services.*
 - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*
 - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
 - iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*

- ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
- iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

8. **Termination--Breach.** Should either party fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, the non-breaching party shall have the right to terminate the contract with a sixty (60) day written notice, which notice shall specify the terms of the alleged breach. The breaching party shall have five (5) days from receipt of the written notice to cure such breach in which case and the contract will continue without termination for breach. Such termination shall not relieve the breaching party of any liability to the other party for damages sustained by virtue such breach.

9. **Termination--Funding.** Should funding for this contract be discontinued, Metro shall have the right to terminate the contract with a sixty (60) day written notice to Contractor.

10. **Termination--Notice.** Metro may terminate this contract at any time upon ninety (90) days written notice to Contractor. Metro shall reimburse Contractor for all work performed and invoiced in accordance with Section 3 of this contract up to the effective date of termination.

11. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

12. **Notices and Designation of Agent for Service of Process.**

- a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Metro Health Department
Att'n: Dr. Stephanie Bailey, Director
Addr: 311 23rd Ave., North
Nashville, TN 37203

AND

Metro Sheriff's Department
Darron Hall, Sheriff
506 2nd Ave., North
Nashville, TN 37201

AND

Metro Purchasing Department
Jeff Gossage, Purchasing Agent

222 3rd Ave., No., Suite 601
Nashville, TN 37201

- a) Notices to Contractor shall be mailed or hand delivered to:

Contractor: Correct Care Solutions, LLC
Att'n: Patrick Cummiskey, Ex. Vice President
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211
Telephone 615-324-5777 (direct) 615-319-4440 (cell)
Fax 615-831-5131
E-mail Patrick@correctcaresolutions.com

- b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Patrick Cummiskey, Ex. Vice President
Correct Care Solutions, LLC
Addr: 3343 Perimeter Hill Drive, Suite 200
Nashville, TN 37211

13. **Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

14. **Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.

15. **Metro Property.** Any Metro property, including but not limited to books, records and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property.

16. **Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

17. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

18. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

19. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

20. **Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

21. **Insurance.** During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

- 1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than five times the occurrence limit.

Such insurance shall:

- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional

insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

- b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 2.) Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- 3.) Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.
- 4.) Other Insurance: Premises and Operations Liability, Products and Completed Operations Liability and Broad Form Contractual Liability with \$1,000,000 per occurrence or \$5,000,000 aggregate per project.

Also Professional Liability (including Errors & Omissions) of \$1,000,000 per occurrence and \$5,000,000 aggregate. Contractor shall provide professional liability insurance covering claims arising from real or alleged errors, omissions, or negligent acts committed in the performance of professional services under this contract.

5.) *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.

- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.
- f. Deleted.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

22. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract; provide that Contractor shall have no liability to Metro under this provision for matters arising from the negligence or willful misconduct of Metro its officers, agents and employees, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

25. Attorney Fees. Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

26. Assignment-Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

27. Entire Contract. This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty,

unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

29. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

30. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

31. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

32. **HIPAA.** A. **Definitions.** The following terms shall have the meaning indicated when capitalized and used in this Contract:

1. "Business Associate/Contractor" for the Metropolitan Government of Nashville-Davidson County ("Metro") is defined as a company or person, outside of Metro's workforce, who, (i) on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function, and (ii) is required to enter into a business associate agreement with Metro pursuant to the terms of the Federal Privacy Regulations. Some examples may include, but are not limited to, transportation companies, shredding companies, medical billing and collection companies, etc.
2. "Federal Privacy Regulations" mean the regulations contained in 45 C.F.R. parts 160 and 164, as amended.
3. "Federal Security Regulations" mean the regulations contained in 45 C.F.R. parts 160, 162 and 164, as amended.
4. "HIPAA" means the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8.
5. "Protected Health Information" or "PHI" means any protected health information, as defined in 45 C.F.R. 164.501, as amended.
6. "Required by Law" means a mandate contained in law that compels a covered entity to make a use or disclosure of protected health information and that is enforceable in a court of law. Required by Law, includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons

issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

- B. Permitted Uses and Disclosures. Business Associate/Contractor shall not use or disclose any Protected Health Information other than as permitted by this Contract in order to perform Business Associate/Contractor's obligations under this Contract or as Required by Law. Business Associate/Contractor may also use or disclose PHI as required for Business Associate/Contractor's proper management and administration, provided that if Business Associate/Contractor discloses any PHI to a third party for such a purpose, Business Associate/Contractor shall enter into a written agreement with such third party requiring that party: (i) to hold the PHI confidentially and not to use or further disclose the PHI except as Required by Law, and (ii) to notify Business Associate/Contractor immediately of any instances of which it becomes aware in which the confidentiality of the PHI is breached.
- C. Minimum Necessary Information; Safeguards. Business Associate/Contractor shall only request from Metro, and shall only use and disclose, the minimum amount of PHI necessary to carry out the Business Associate/Contractor's responsibilities under this Contract. Business Associate/Contractor shall implement appropriate safeguards to prevent the use or disclosure of Metro's Protected Health Information other than as provided for in this Contract. If Business Associate/Contractor becomes aware of any use or disclosure of Metro's Protected Health Information not provided for in this Contract, Business Associate/Contractor shall report such information to Metro within thirty (30) days or as soon as possible thereafter.
- D. Reporting. If Business Associate/Contractor becomes aware of any use or disclosure of PHI in violation of this Contract, Business Associate/Contractor shall immediately, but no more than thirty (30) days report such information to Metro. Business Associate/Contractor shall also require its employees, agents, and subcontractors to immediately report any use or disclosure of PHI in violation of this contract. Business Associate/Contractor shall cooperate with, and take any action required by, Metro to mitigate any harm caused by such improper disclosure.
- E. Agents and Subcontractors. Business Associate/Contractor shall require any agent or subcontractor that carries out any duties for Business Associate/Contractor involving the use, custody, disclosure, creation of, or access to PHI to enter into a written contract with Business Associate/Contractor containing provisions substantially identical to the restrictions and conditions set forth in this Contract.

- F. Policies, Privacy Practices and Restrictions. Business Associate/Contractor shall assure that each of its agents and employees has received appropriate training regarding HIPAA confidentiality and patient privacy compliance issues.
- G. Patient Rights. Business Associate/Contractor acknowledges that the Federal Privacy Regulations require Metro to provide patients and Metro's employees and their dependents with a number of privacy rights, including (1) the right to inspect PHI within the possession or control of Metro, its Business Associate/Contractors and their subcontractors, (2) the right to amend such PHI, (3) the right to obtain an accounting of certain disclosures of their PHI to third parties and (4) the right to request confidential communications of their PHI. Business Associate/Contractor shall respond to such request in a timely manner. Business Associate/Contractor shall establish and maintain adequate internal controls and procedures allowing it to readily assist Metro in complying with patient and Metro employee's and their dependent's request to exercise any patient rights granted by the HIPAA Privacy Regulations, and shall, at no additional cost to Metro, comply with all such request to amend, provide access to, receive confidential communications or create an accounting of disclosures of the PHI in the possession of Business Associate/Contractor or its agents and subcontractors. If Business Associate/Contractor receives a request directly from a patient to exercise any patient rights granted by the Privacy Regulations, Business Associate/Contractor shall immediately forward the request to Metro.
- H. HIPAA Security Requirements. At such time when the Federal Security Regulations are effective, Business Associate/Contractor shall have implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Metro's electronic Protected Health Information that Business Associate/Contractor creates, receives, maintains or transmits on behalf of Metro as required by the Federal Security Regulations. Upon request, Business Associate/Contractor shall allow Metro to review such safeguards. Business Associate/ Contractor shall promptly report to Metro any security incident involving electronic PHI of which Business Associate/Contractor becomes aware.
- I. Audits and Inspections. Business Associate/Contractor shall make its internal practices, books and records relating to the use and disclosure of PHI available to Metro for inspection upon request and to the Secretary of Health and Human Services to the extent required for determining Metro's compliance with the Privacy Regulations.
- J. Termination and Return of PHI. Notwithstanding anything to the contrary in the Contract, Metro may terminate this Contract immediately if, in Metro's opinion, Business Associate/Contractor breaches any provision of this Contract. Metro may, in its sole discretion, give Business Associate/Contractor thirty (30) days in which to cure the breach and mitigate any damages. Upon termination of this

contract for any reason, Business Associate/Contractor, shall, if feasible, return or destroy, as determined by Metro, all PHI received from Metro or created by Business Associate/Contractor on behalf of Metro. If such return or destruction is not feasible, as mutually agreed to by the parties, the parties agree that the requirements of this Contract shall survive termination and that Business Associate/Contractor shall limit all further uses and disclosures of PHI to those purposes that make the return or destruction of such information infeasible. Upon Metro's request, Business Associate/Contractor shall certify in writing the all of Metro's Protected Health Information has been destroyed.

- K. Interpretation. Any ambiguity in this Contract shall be resolved to permit Metro to comply with the Federal Privacy Regulations and Federal Security Regulations.

33. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**

Purchasing Agent:

[Signature]

RECOMMENDED:

Department Head

[Signature]

Department: Metro Health Department

Department Head

[Signature]

Department: Metro Sheriff's Department

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

[Signature]

Director of Finance

**APPROVED AS TO RISK AND
INSURANCE:**

[Signature] 9/30/05

Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

[Signature] 9/30/2005

Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

[Signature]

Date: 9/30/2005

CONTRACTOR

CORRECT CARE SOLUTIONS, LLC

BY: [Signature]

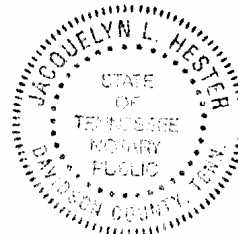
Title: Executive Vice President

Sworn to and subscribed to before me, a
Notary Public, this 20th
day of September, 2005,
by Patrick J. Cumiskey,
the Executive Vice President of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.

[Signature]

Notary Public

My Commission Expires 11-25-06



My Commission Expires NOV. 25, 2006

Affidavits

State of Tennessee

County of Davidson

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she is the EXP (Title) of Connect Care Solutions (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

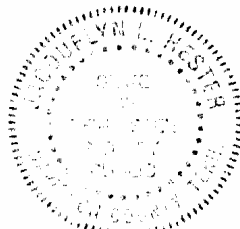
It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: POSC
Title: Executive Vice President
Address: 3343 Perimeter Hill Drive
Suite 200, Nashville, TN 37214

Sworn to and subscribed before me on this 30th day of September, 2005.

Chaquelyn A. Hester
Notary Public
My commission expires: 11-25-06



ACORD™ CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 8/16/2005															
PRODUCER PHILIP E. REISCHMAN ONE BRIARLAKE PLAZA 3300 WEST SAM HOUSTON PARKWAY SOUTH, SUITE 2000 JUSTON, TX 77042 1-800-733-4474			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																
INSURED CORRECTCARE SOLUTIONS, LLC. 3343 PERIMETER HILL DRIVE, SUITE 200 NASHVILLE, TN 37211			INSURERS AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 15%;">INSURER A</td><td>LEXINGTON INSURANCE COMPANY</td></tr> <tr><td>INSURER B</td><td></td></tr> <tr><td>INSURER C</td><td></td></tr> <tr><td>INSURER D</td><td></td></tr> <tr><td>INSURER E</td><td></td></tr> </table>			INSURER A	LEXINGTON INSURANCE COMPANY	INSURER B		INSURER C		INSURER D		INSURER E					
INSURER A	LEXINGTON INSURANCE COMPANY																		
INSURER B																			
INSURER C																			
INSURER D																			
INSURER E																			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. ADDITIONAL COVERAGE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC	MASTER POLICY #6792344	10/01/04	10/01/05	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td>TOTAL POLICY AGGREGATE</td><td>\$ 10,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COM/OP AGG	\$ 1,000,000	TOTAL POLICY AGGREGATE	\$ 10,000,000
EACH OCCURRENCE	\$ 1,000,000																		
FIRE DAMAGE (Any one fire)	\$ 50,000																		
MED EXP (Any one person)	\$ 5,000																		
PERSONAL & ADV INJURY	\$ 1,000,000																		
GENERAL AGGREGATE	\$ 5,000,000																		
PRODUCTS - COM/OP AGG	\$ 1,000,000																		
TOTAL POLICY AGGREGATE	\$ 10,000,000																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N/A	N/A	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ N/A</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$ N/A</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$ N/A</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ N/A</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ N/A	BODILY INJURY (Per person)	\$ N/A	BODILY INJURY (Per accident)	\$ N/A	PROPERTY DAMAGE (Per accident)	\$ N/A						
COMBINED SINGLE LIMIT (Ea accident)	\$ N/A																		
BODILY INJURY (Per person)	\$ N/A																		
BODILY INJURY (Per accident)	\$ N/A																		
PROPERTY DAMAGE (Per accident)	\$ N/A																		
	Garage Liability <input type="checkbox"/> ANY AUTO	N/A	N/A	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$ N/A</td></tr> <tr><td>OTHER THAN EA ACC</td><td>\$ N/A</td></tr> <tr><td>AUTO ONLY AGG</td><td>\$ N/A</td></tr> </table>	AUTO ONLY - EA ACCIDENT	\$ N/A	OTHER THAN EA ACC	\$ N/A	AUTO ONLY AGG	\$ N/A								
AUTO ONLY - EA ACCIDENT	\$ N/A																		
OTHER THAN EA ACC	\$ N/A																		
AUTO ONLY AGG	\$ N/A																		
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	N/A	N/A	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ N/A</td></tr> <tr><td>AGGREGATE</td><td>\$ N/A</td></tr> <tr><td></td><td>\$ N/A</td></tr> <tr><td></td><td>\$ N/A</td></tr> <tr><td></td><td>\$ N/A</td></tr> </table>	EACH OCCURRENCE	\$ N/A	AGGREGATE	\$ N/A		\$ N/A		\$ N/A		\$ N/A				
EACH OCCURRENCE	\$ N/A																		
AGGREGATE	\$ N/A																		
	\$ N/A																		
	\$ N/A																		
	\$ N/A																		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N/A	N/A	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$ N/A</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td>\$ N/A</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td>\$ N/A</td></tr> </table>	WC STATU- TORY LIMITS	OTH- ER		E.L. EACH ACCIDENT		\$ N/A	E.L. DISEASE - EA EMPLOYEE		\$ N/A	E.L. DISEASE - POLICY LIMIT		\$ N/A		
WC STATU- TORY LIMITS	OTH- ER																		
E.L. EACH ACCIDENT		\$ N/A																	
E.L. DISEASE - EA EMPLOYEE		\$ N/A																	
E.L. DISEASE - POLICY LIMIT		\$ N/A																	
A	OTHER HEALTHCARE PROFESSIONAL LIABILITY - CLAIMS MADE	MASTER POLICY #6792344	10/01/04	10/01/05	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>\$1,000,000 EACH MEDICAL INCIDENT</td></tr> <tr><td>\$5,000,000 AGGREGATE</td></tr> <tr><td>\$10,000,000 TOTAL POLICY AGGREGATE</td></tr> </table>	\$1,000,000 EACH MEDICAL INCIDENT	\$5,000,000 AGGREGATE	\$10,000,000 TOTAL POLICY AGGREGATE											
\$1,000,000 EACH MEDICAL INCIDENT																			
\$5,000,000 AGGREGATE																			
\$10,000,000 TOTAL POLICY AGGREGATE																			
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: COVERAGE UNDER THE ABOVE REFERENCED POLICY IS LIMITED TO MEDICAL PROFESSIONAL SERVICES PROVIDED ON BEHALF OF THE INSURED SHOWN ABOVE. COVERAGE IS EXCESS OF APPLICABLE POLICY SELF INSURED RETENTION. A TOTAL POLICY AGGREGATE OF \$10,000,000 APPLIES. GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY IS AN ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO THE ACTS OF THE NAMED INSURED. THERE IS NO COVERAGE FOR THE ACTS OF THE ADDITIONAL INSURED.																			
RETROACTIVE DATE: 10/01/05																			
CERTIFICATE HOLDER METROPOLITAN GOVERNMENT OF NASHVILLE - DAVIDSON COUNTY FINANCE DEPARTMENT - PURCHASING DIVISION 222 3RD AVENUE, NORTH, SUITE 601 NASHVILLE, TN 37201			ADDITIONAL INSURED, INSURER LETTER: CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:																

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/18/2005
PRODUCER (615)292-2286 FAX (615)292-2911 Arthur J. Gallagher & Co. of Tennessee, Inc. 3322 West End Ave. Suite 500 Nashville, TN 37203		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Correct Care Solutions, LLC 3343 Perimeter Hill Dr., Suite 200 Nashville, TN 37211		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A Westfield Insurance Group		
INSURER B Travelers Property Casualty Co		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CSP3448428	12/31/2004	12/31/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? IF YES, describe under SPECIAL PROVISIONS below	7PJUB-6065844-8-05	01/24/2005	01/24/2006	<input checked="" type="checkbox"/> WC STATUTORY LIMIT <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Metropolitan Government of Nashville and Davidson County is named as an additional insured solely with respect to automobile liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER

Metropolitan Government of Nashville
 & Davidson County
 Finance Dep't - Purchasing Division
 222 Third Avenue North
 Suite 601
 Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Robert Davidson/ROBIN

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Additional Coverages and Factors

08/18/2005**Line of Business Coverages for Business Auto**

Coverage	Limits	Ded/Ded Type	Rate	Premium	Factor
Comprehensive		250			
Collision		500			

1

2

3

355057-2

Correct Care Solutions

**EXHIBIT A TO
CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
CORRECT CARE SOLUTIONS, LLC
FOR PURCHASE OF SERVICES**

NON TRADITIONAL PRICING OPTION #3 (page 106 of Original Response)

CCS is determined to provide unsurpassed customer service and appropriate care to the inmate population of Davidson County. From a pricing standpoint, over 60% of our costs are associated with staffing. With this in mind, we would like Metro/DCSO to be able to share in any synergies or savings created from efficiencies achieved by CCS. By partnering with Metro/DCSO on staffing savings, we create a mutual goal for efficient staffing of the facilities while maintaining the level of service. This scenario is particularly important with a new facility, as many "efficiencies" may not be identified until fully operational for some period of time.

Staffing Pool – In pricing option #3 we propose a staffing pool of \$4,171,600. These dollars will be used to pay salaries, backfill, shift differentials, overtime, and fringe benefits. In the event that staffing efficiencies are realized and CCS does not spend the entire amount, all unused dollars would be returned to Metro/DCSO.

Off-site Services – Pricing option #3 places the responsibility for off-site services on Metro/DCSO. However, it includes incentives for CCS to appropriately manage the care provided to the inmate population and the Metro/DCSO dollars available for off-site services.

A significant advantage of this option is that the historical data obtained would allow us to negotiate some means of "shared risk" in future years of the contract. With experience and accurate data it would be far easier for us to determine an appropriate risk-sharing proposition. We are more than willing to negotiate in good faith with Metro/DCSO should additional risk options be discussed in future years.

CCS truly believes our Utilization Management approach will be effective in providing medically necessary health care services to the inmate population and create significant savings to Metro/DCSO in the form of reduced off-site trips and security/transportation costs.

EXAMPLES (How our Operations, Utilization Management and Clinical team will get the job done efficiently)

- Aggressively negotiate secondary care contracts and facilitate as many "on-site" visits as possible to ensure decreased security and transportation costs.

Correct Care Solutions

- Daily UM calls with our case managers to facilitate daily updates on inmates hospitalized or scheduled to be off-site.
- We will always have updated information on off-site activity via our web based UM system and DOI (Daily Operating Indicators).
- Maximize the relationship with General Hospital as this facility should typically offer far superior rates in comparison to "private" hospitals and decrease security costs.
- Provide expanded Mobile x-ray services on-site beyond the current practice of only using on-site x-ray for chest x-rays, thus providing a significant cost savings to the DCSO through transportation services.
- Implementation of our telemedicine program will begin with mental health but as we find other health needs of the populations, our infrastructure will already be in place to support additional telehealth mediums.
- Dr. Dean Rieger, our CMO, is board certified in Public Health and Preventive Medicine from Johns Hopkins, and is headquartered in Nashville, literally within eyesight of the Harding campus. This contract will be one of his top priorities, thus ensuring that chronic and emergent healthcare is appropriately administered; Diabetes, Asthma, Cardiac, etc.

At CCS we pride ourselves on being a true solutions provider and wanted to offer the Metro/DCSO an alternative "Non-Traditional" pricing model. This option aligns CCS with Metro/DCSO in a true partnership to best meet the long-term goal of providing medically necessary health care services in the most appropriate setting to ensure the appropriate use of available health care dollars. All data generated by CCS would be shared with the Metro/DCSO allowing for the establishment of a true partnership.

Price #3: (THIS OPTION CONTAINS TWO VITAL ELEMENTS)

- 1) CCS would have no financial responsibility for off-site care but would have incentives based on decreasing off-site "trips" that would result in both decreased hospital costs and security / transportation costs. Our incentive structure is skewed towards Nashville General Hospital at Meharry to allow DCSO to maximize their secure floor and minimize security costs.
- 2) CCS would establish a staffing pool of dollars, which would allow the DCSO department to share in any savings created by staffing efficiencies, reduction in estimated fringe or salaries and inevitable short-term vacancies. Since we realize our staffing number is likely higher than our competitors, we will simply "give back" unused dollars to demonstrate our desire for a true partnership. Should CCS exceed the staffing pool we would absorb all risk.

Year One Cost of Price #3	= \$6,285,000
Salary Pool @ 97% of budgeted amount	= \$4,171,600

Incentives

- ✓ To display our confidence in bringing services on-site and ensuring appropriateness of care, any reduction in 2003 average of 200 off-site trips per month would result in a bonus of \$150 for each trip below 200 and CCS would pay \$200 for each trip above 200.
- ✓ CCS would guarantee 98% of all hospital days, excluding pre-booking injuries, would be handled by General Hospital, unless they are medically or administratively (i.e. capacity) unable to handle the required services. CCS would pay \$200 for each non-General Hospital day below 98%. This would be calculated quarterly.

Correct Care Solutions

- ✓ CCS with cooperation from DCSO, would guarantee all inmates would be transferred to Nashville General Hospital at Meharry within 24 hours assuming no medical reason to remain at another Hospital or inability to move. In the event of "pre-booking" the 24 hour clock would start when CCS is notified of the hospital admission. Failure to comply will result in a \$500 penalty to CCS.

Correct Care Solutions

ASSUMPTIONS FOR ALL PRICING OPTIONS

Average Daily Population: CCS has established the pricing proposal for an average daily population (ADP) that ranges from 1850 to 2125 inmates. In the event that the population increases beyond 2125 inmates, CCS will charge a per diem amount associated with the option chosen. Should the ADP reach 2275 inmates for an extended period of time, CCS would reserve the right to negotiate for additional staffing resources to ensure the effective operation of the health services program, if determined necessary.

Electronic Medical Records: All of the CCS options include an electronic mental health record system that will be invaluable for both the front door identification of mental health patients and the backdoor as the system will automatically generate a discharge summary for anyone on Mental Health medications.

Staffing: CCS will provide a position control to the Client as requested. **All essential positions (LPN, RN, etc.) will be back filled to ensure appropriate coverage.**

Off-Site Medical Services and Pharmacy Services: Off-site medical services are defined as, but not necessary limited to, hospitalization, emergency room visits, ambulance transportation expenses, outpatient surgeries, outpatient physician consultations, specialist fees, dialysis and diagnostic services performed off-site or on-site for DCSO inmates. CCS will have no off-site financial responsibility for Federal Inmates housed at the facility. Furthermore, any services that are currently being provided off-site, that CCS can bring on-site (assuming cost neutral or better), will be applied to the off-site cap. This would exclude mobile x-ray, which we have already included in our pricing but would include services such as, oral surgery or an HIV clinic on-site.

Pharmacy services include formulary medications, non-formulary medications, over-the-counter medications, HIV medications, back-up pharmacy expenses, Psychotropic medications, courier service and management fees.

Changes in Standard of Care or Scope of Services: The proposed prices reflect the scope of care as outlined in CCS' technical proposal, the RFP requirements and the current community standard of care with regard to correctional health care services. Should there be any change in or modification of the local, national or community standards of care or scope of services, court rulings or interpretation, state or federal law or statute or interpretation thereof that results in sustained and material increase in costs, coverage of costs related to such changes are not included in this proposal and would need to be negotiated with the Metro/DCSO. An addition to an existing facility or new construction or an additional facility would also be considered a change in the scope of service. Growth in the female population beyond the current capacity of 508 women would also be considered a change in scope of service.

Performance Guarantee: CCS is offering a \$15,000 "Satisfaction Guarantee." Each "contract" year, if the Health Department and the Sheriff are not satisfied with CCS' performance, CCS will refund \$15,000. We are confident in our ability to provide unsurpassed client satisfaction.

Payment Terms: CCS will assume we will be paid our base monthly fee on or by the 30th of each month, for that month's service. An itemized bill will be issued at the end of each month as appropriate and reflect any adjustments to be made from the previous month. We are willing to negotiate payment terms in good faith.

Correct Care Solutions

Contract Re-Negotiation: CCS has provided a firm price for the initial three- (3) year term of this contract. The contract may be extended into additional "option" years by mutual agreement.

Reinsurance Policy: Reinsurance is a policy we obtain that protects the Client and CCS from Catastrophic claims expense. This policy places an annual ceiling of risk on any particular inmate and potentially an aggregate on all off-site expenses. Should an inmate incur off-site care in excess of this amount, the risk would be borne by the policy. We have negotiated these contracts for many of our customers and they allow for additional financial stability for the Client. We were unable to solicit a reinsurance quote prior to submission of this response due to lack of data; but hope Metro/DCSO will view this as an added value should the data become available and a quote makes financial sense. We typically are the ONLY correctional vendor capable of soliciting these quotes based on our strong reinsurance relationships and exclusives.

Start Date: CCS will be prepared to commence services at 12:01 a.m. on July 1, 2005 with our implementation beginning the day we are awarded the contract. We would request permission to be on-site within 48 hours of contract award to meet with all staff members to ensure all valued personnel resources are retained. CCS has provided a contract implementation plan in Attachment D.

Reporting: CCS will provide monthly statistics to the Metro/DCSO outlining all medical services being provided, as discussed in our technical proposal.

Termination: CCS would reserve the right to terminate this agreement with 180 days written notice. CCS understands and acknowledges the Metro Health Department and Sheriff's right to terminate, as they deem necessary. Please note CCS has never terminated a customer so we never expect this to be an issue. Our customers are truly our best sales people and we encourage you to check with any of our clients regarding their satisfaction.

Healthy Connections Program: Within 6 months of contract implementation, CCS will establish at no cost to Metro/DCSO, a working relationship with the following healthcare agencies to assist in the continuum of care and education of our inmate population:

- American Heart Association
- American Diabetes Association
- National Alliance for Mentally Ill

These agencies and their resources will be used to offer educational programs to the inmate populations through our staff and assist in other areas of preventive medicine and disease management.

Correct Care Solutions

Pricing Summary

	<u>Year One</u> <u>Base Proposal</u>	<u>Year Two</u> <u>Base Proposal</u>	<u>Year Three</u> <u>Base Proposal</u>
Pricing Option #3	Cost: \$6,285,000 Staff Pool: \$4,171,600	Cost: \$6,583,538 Staff Pool: \$4,286,319	Cost: \$6,896,303 Staff Pool: \$4,404,193
	Per Diem \$1.95	Per Diem \$2.04	Per Diem \$2.14
	<u>Upgraded EMR Option</u>	<u>Upgraded EMR Option</u>	<u>Upgraded EMR Option</u>
	Cost: \$381,015 Per Diem \$.090	Cost: \$79,724 Per Diem \$.093	Cost: \$82,229 Per Diem \$.096
	<u>Total W/ EMR</u>	<u>Total W/ EMR</u>	<u>Total W/ EMR</u>
3 YR Total \$20,301,794	Cost: \$6,666,000 Per Diem \$2.04	Cost: \$6,663,262 Per Diem \$2.14	Cost: \$6,978,532 Per Diem \$2.25
	<u>Total w/ EMR (spreading dollars over 36 months)*</u>	<u>Total w/ EMR (spreading dollars over 36 months)*</u>	<u>Total w/ EMR (spreading dollars over 36 months)*</u>
3 YR Total \$20,316,591	Cost: \$6,534,985 Per Diem \$2.04	Cost: \$6,733,030 Per Diem \$2.14	Cost: \$7,048,576 Per Diem \$2.25

Year Two and Year Three Pricing

For the second and third years of this contract, CCS will increase our price by 4.75% for pricing option #2 or #3 (Increase is only applied to Base Proposal, not Upgraded EMR).

We will assume that year's four and five of this agreement will be mutually agreed upon with expected increases similar to previous years. We are willing to negotiate in good faith any aspect of our pricing proposal if desired by the Metro/DSCO. This openness to negotiate expands beyond prior to our potential award but also for future years should other "risk sharing" alternatives be desired once more thorough financial data can be generated.

* This pricing option simply spreads the EMR start-up dollars over the initial 3 year period of the contract.

Upgraded EMR dollars will be due to CCS regardless of whether contract is canceled prior to completion of the initial three-year period. Dollars that will be due, regardless of contract completion, will be 100% of year one (\$381,015) and 10% of years two (\$7,972) and three (\$8,223).

August 18, 2005

**Robert Eadie
Deputy Director
Metro Health Department**

Mr. Eadie

As part of our value-add to "Metro" and the DCSO, CCS will provide network development, claims adjudication and claims payment services for the DCSO inmates. Per our conversations, we have attached an overview of how our claims processing system will work with Metro.

Please see page 4, "Funding Options", as Metro, and its Finance Department, will need to determine which option is preferred for the funding of claims. We are confident by CCS handling the claims processing we can best ensure coordination with Utilization Management and provide Metro with valuable budgetary information.

If for some reason Metro chooses to NOT have CCS pay their claims, we will still aggressively work with community providers to allow DCSO inmates to be provided our existing negotiated discounts (i.e. Vanderbilt = CCS receives a 30% discount).

Please do not hesitate to contact myself, Jerry Boyle (CEO) or Robert Martin (Director of IT) should any need or questions arise.

Have a great day!

**Patrick Cummiskey
Executive Vice President**

Claims Processing

Claims Cost Containment Initiatives

- 4% of ALL claims are audited on a daily basis, PRIOR to claims payment
- Claims limits set to ensure multiple review of high dollar claims
- Fraud and Duplicate Claims detection through our advanced claims system
- Ability to receive EDI claims to assist in the facilitation and delivery of claims from community providers
- Direct link between UM and Claims to ensure pre-authorization of all appropriate care.

Claims Reporting

CCS will provide a weekly check registry to the METRO for funding every Thursday.

At a minimum, each paid claim shall contain the following information:

- a. Inmate ID number and name
- b. Provider name and ID number
- c. All coding (e.g. CPT, ICD-9-CM, etc.) relevant to the service provided and a text description of diagnosis or procedure.
- d. Amount of billed charges and amount of payment to provider
- e. Date of admission and date of discharge
- f. Pre-authorization number

CCS will also provide statistical data on a quarterly basis to the METRO financial department and other staff as designated by METRO. Additional Standard Quarterly reports will include:

- Individual cases exceeding \$25K in payment
- Report by provider from highest to lowest dollar volume in payments
- Report of most common and most costly diagnoses.
- Provider paid claims
- Monthly catastrophic report year to date (cases exceeding \$50K)
- Year to date paid claim report (to be provided monthly)
- Pended claim report (monthly)

Funding Requests

Requests for funding are created on a client specific schedule and forwarded to the client. Once authorization for release is received from the Client via e-mail or fax, the electronic file is submitted to our check-printing vendor who then creates the physical checks and explanation of benefits (EOB). These are then mailed to the appropriate parties. (A claims workflow chart is enclosed.)

CCS uses three (3) criteria to ensure proper payment. We begin with the Provider's name, and then reference Tax Identification number and finally the Provider's address. By using all three criteria we eliminate potential errors from multi-location providers working under the same Tax Identification number.

Once the claims run has been funded, the claims check files are sent electronically to Advanced Business Fulfillment (ABF) for printing and distributing. The Controller monitors funds and claim releases. A daily claims release form is sent to Accounting for release of claims and Accounting electronically sends the check files to ABF.

For any claims where the provider is not located in our system, we will contact the provider to obtain all pertinent information and W9 forms. This step assists in minimizing potential fraud.

CCS Claims Examiners review all claims for complete information. If additional information is needed, the examiner will pend the claim and send out a system generated inquiry.

The processing timeframe for investigated claims will vary due to the complexity of the information requested and the response time of the individual or provider in question. The CCS system will generate the appropriate request for information letter at the time of the claim. The system will automatically send out 2nd and 3rd requests at 20-day intervals where applicable. The claim is pended until this information is received. If we do not receive the information the claim will be closed after 90 days and a closed claim letter is sent out to the provider in question.

CCS subcontracts check and EOB printing through Advanced Business Fulfillment, Inc. (ABF) out of St. Louis, MO. ABF is now the largest and fastest growing outsource vendor for healthcare claim document processing. They specialize in the mailing of TPA / Insurance Company generated EOB's and Checks. They have a secure mail facility that ensures the security of data and checks. ABF uses TPA specific technology to maximize mail consolidation efforts that allow for maximum service at reduced costs. This results in substantial savings in postage and material costs.

Funding Options

CCS' offers METRO the option to use the bank of their choice or to use the CCS Corporate claims account. We pride ourselves on flexibility and can easily implement either of the below funding options.

Option A – Client's Bank Account

METRO may utilize their bank account. If this option is selected, METRO would be billed every Thursday and payments would be due by the following Wednesday. Claims runs would be released as soon as notification of funding was received from METRO. METRO would be contacted after the following Wednesday if payment has not been received. Once METRO has funded the claims run, they would notify our Data Processing Department. The claims check files would then be sent electronically to an outside source for printing and distributing. METRO would be responsible for bank reconciliations of their own accounts.

The Controller monitors funds and claim releases. A daily claims release form is sent to Accounting for release of claims and Accounting electronically sends the check files to the outside source for printing and distribution.

Client payments are handled through an Accounts Receivable Accounting System. Accounting reconciliations are performed at the close of each month within the A/R & General Ledger Accounting System.

Option B – CCS Corporate Claims Account

If METRO utilizes the CCS Claims Bank Account, then funding would be received by check or wire per claims run. METRO would be billed each Thursday and payments would be due by the following Wednesday. Claims runs would be released as soon as funding was received from METRO. CCS would be responsible for the bank reconciliations.

An Accounting Assistant in the Accounting Department deposits funds and release is authorized by the Accounting Department. The claims check files are sent electronically to an outside source for printing and distributing. Another Accounting Assistant performs bank reconciliation. Reconciliation is performed on each client's activity. Funds, claim releases and bank reconciliation is monitored by the Controller. A daily claims release form is sent to Accounting for release of claims and Accounting electronically sends the check files to the outside source for printing and distribution.



EXHIBIT B

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

METRO PUBLIC HEALTH DEPARTMENT HEALTHCARE SERVICES FOR INMATES IN CUSTODY OF DAVIDSON COUNTY SHERIFF'S OFFICE

submitted by

BCA

230 Great Circle Rd.

Suite 218

Nashville, TN 37228

August 26, 2005

The information in this proposal shall not be disclosed outside the Metropolitan Government of Nashville-Davidson County organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal. If a contract is awarded to BCA as a result of or in connection with the submission of this proposal Metropolitan Government of Nashville and Davidson County shall have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of the Metropolitan Government of Nashville-Davidson County to use information contained in the proposal if it is obtained from another source without restriction.



Statement of Work

This document is a Statement of Work to an Agreement between BCA, Correct Care Solutions (CCS) and the Metropolitan Government of Nashville-Davidson County. Third party agreements with the Metropolitan Government of Nashville-Davidson County maybe required to purchase equipment, software or services in support of this project.

1.0	Executive Overview	4
2.0	Statement of Work	4
2.1	Key Assumptions	6
2.2	BCA Responsibilities	9
	Task 1 - Project Management	9
	Task 2 - Assist CCS/Metro w/Communication & Network Environment Requirement Definitions	10
	Task 3 - Verify the Installed Hardware	11
	Task 4 - Install the BCA PEARL® Software	11
	Task 5 - Install the Third Party Software	12
	Task 6 - Maintenance of Table Loads	12
	Task 7 - Develop DCSO Jail Management System (JMS) Interface	13
	Task 8 - Develop CCS/Metro Bio-Reference Lab Interface	13
	Task 9 - Develop Diamond Pharmacy Interface	14
	Task 10 - Develop Mental Health Database Lookup Interface	15
	Task 11 - Provide Training	17
	Task 12 - Supervise Acceptance Testing	18
	Task 13 - Live Operations	18
	Task 14 - Provide Onsite Support	18
	Task 15 - BCA PEARL Warranty	18
	Task 16 - Provide Disaster Recovery & Business Continuation Support Services (Not Included)	19
	Task 17 - Provide Database Administration and Support	20
2.3	CCS/Metro Responsibilities	20
	2.3.1 CCS Project Director	21
	2.3.2 Remote Site Coordinators	21
	2.3.3 Other CCS or Metro Personnel	21
	2.3.4 Additional Responsibilities	22
	2.3.5 Office Space and Other Facilities	22
	2.3.6 Security and Laws	23
	2.3.7 Required Consents	23
2.4	Estimated Schedule	23
2.5	Completion Criteria	24
2.6	Up To Five Year Cost Proposal	24
	2.6.1 Pricing Schedule	24
3.0	Appendices	25
	Appendix A - Deliverables Guide Line	25
	Appendix B - Project Change Control Procedure	26
	Appendix C - BCA PEARL Applications	27
	Appendix D - BCA PEARL Application Software Modules	27
	Appendix E - BCA PEARL Application Software Product Descriptions	28
	Appendix F - BCA PEARL Applications Software Capabilities (per the RFP responses)	28
	Appendix G - Hardware Equipment Configuration and Operating System Software	29
	Appendix H - Third Party Software List	31



Appendix I - Implementation Plan	31
Appendix J - Interface Development List	32
Appendix K - CCS/Metro Licensed Site List	32
Appendix L - CCS/Metro Personnel Roles and Responsibilities	33
Appendix M - BCA Project Personnel Roles and Responsibilities	36
Appendix N - Warranty and Maintenance Support Services and Hours	40
4.0 Exhibits	41
Exhibit 1 - BCA PEARL Software Modules Product Description	41
Exhibit 2 - BCA PEARL Software Modules Response to CCS/Metro RFP	41
Exhibit 3 - Preliminary Implementation Services Project Plan	41
Exhibit 4 - Price Proposal	41



1.0 Executive Overview

BCA is pleased to present this Statement of Work (SOW) to the Metropolitan Government of Nashville-Davidson County Metro Public Health Department (MPHD) and Healthcare Services for Inmates in custody of Davidson County Sheriff's Office (DCSO) in conjunction with the prime contractor, Correct Care Solutions (CCS) to implement a new Electronic Health Record System (EHR).

In this SOW BCA will propose a turnkey model as a solution for this project. Our solution features BCA's PEARL Electronic Health Record (EHR), HP's server and system software, and other third party software products. BCA will provide project management and will be responsible for the overall success of the project.

The major elements of the project of our proposal includes the following:

- Project Management
- Application Software
- Hardware Equipment
- Third Party Software
- Implementation Services
- Interface Development Services
- Travel, Lodging and Other Project Implementation Expenses
- Warranty and Maintenance Support Services
- Disaster Recovery Services (Not Included)
- Database Administration

The activities associated with these major elements are described in the Statement of Work (SOW) section of this proposal. We believe that a successful deployment will depend on detailed planning, effective processes and strong team communication.

2.0 Statement of Work

This Statement of Work defines the scope of work to be accomplished by BCA under the terms and conditions of the Contract between Metropolitan Government of Nashville-Davidson County and CCS for Purchase of Services dated October 1, 2005, as amended. The terms agreement and project contained in this document refer to this statement of work. The



tasks to be performed by BCA are defined and an estimated Implementation Plan is provided. In addition, the responsibilities assigned to CCS in and Metro are listed.

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, or other terms of this Statement of Work.

The following appendices are incorporated in and made part of this Statement of Work:

- Appendix A, "Deliverable Guidelines"
- Appendix B, "Project Change Control Procedure"
- Appendix C, "BCA PEARL Applications"
- Appendix D, "BCA PEARL Software Modules"
- Appendix E, "BCA PEARL Software Modules' Product Description"
- Appendix F, "BCA PEARL Software Modules' Responses to the Nashville-Davidson County Metro RFP"
- Appendix G, "Hardware Equipment Configuration and Operating System Software"
- Appendix H, "Third Party Software List"
- Appendix I, "Implementation Plan"
- Appendix J, "Interface Development"
- Appendix K, "CCS/Metro Licensed Sites"
- Appendix L, "Metro and CCS Personnel Roles and Responsibilities"
- Appendix M, "BCA Project Personnel Roles and Responsibilities"
- Appendix N, "Warranty Support Services and Hours"
- Appendix O, "PEARL[®] Standard HL7 Transactions"



2.1 Key Assumptions

This Statement of Work and BCA's estimates to perform the Statement of Work are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the procedure described in Appendix B, "Project Change Control Procedure."

BCA Assumptions

1. The Metro networking system environment will have the connectivity needed to access all licensed sites and the connectivity to the DCSO Data Center in Nashville.
2. The Metro networking system environments will have the communications capacity needed for the BCA PEARL to operate at CCS/Metro acceptable speeds. Davidson County Fiber Ring is sufficient.
3. Metro, with the support of BCA consultation, will be responsible for providing and supporting the network and communication environments needed to support the implementation, deployment and support of the BCA solution.
4. Metro will provide security clearance access to BCA and other third party suppliers needed to provide the support to Metro and required by this agreement to meet specified performance metrics.
5. The Wide Area Network (WAN) will be fully implemented at all sites prior to the implementation of PEARL at those sites.
6. Site preparation from the standpoint of electrical, WAN and physical connectivity will be provided by Metro, with the exception of Cisco Routers connecting the Metro WAN to the DCSO Data Center.
7. Metro will be responsible for the site preparation needed to bring all sites online.
8. CCS or Metro, as needed, will sign all third party agreements needed to support the implementation, deployment and support of this project.
9. BCA will not be responsible for delays in the completion of the project caused by problems with infrastructure, networking or CCS or Metro personnel.
10. Work will be suspended on or about the 15th of December and will commence the 1st week of January 2006, in recognition of the holidays.
11. The project scope will only include the implementation of the BCA PEARL[®] EHR module outlined in the Product Description section of BCA's response. The project scope does not include the implementation of a Managed Care System, Billing System, PEARL Web Portal, Crystal Report Writer and Notebuilder. *BCA would be pleased to provide a proposal for these products and services at a later date if requested.*



-
12. CCS will appoint a Project Director who will coordinate activities with the BCA Project Manager. This person will be the primary point-of-contact for the BCA Project Manager, or his, or her, associates.
 13. The training plan includes End User and System Administrator training.
 14. All interface programs will be direct or through an interface engine. The standard format will be HL7, unless noted in the design document.
 15. Interfaces will be real time interfaces unless otherwise noted. 3rd Party Vendors must support Real-Time transactions.
 16. BCA will provide our standard interface format.
 17. Training will take place at the BCA Nashville facility.
 18. BCA will provide within this SOW two (2) image servers to be housed at the DCSO data center, eighteen (18) Dell pc's, six (6) Fujitsu Scanpartner 620C scanners, six (6) HP 4250N printers, ten (10) HP personal Laserjet printer, one Cisco 700 series router, and one Cisco 10/100 LAN Switch.
 19. BCA will provide a series of 17 days of Training. Additional training days are not covered under the Scope of the Project and will be handled as a Project Change if needed.

CCS and Metro Assumptions

20. The main server and Database will be housed in the office of the DCSO.
21. CCS and Metro personnel who will be assigned to this project will have the technical skills necessary to participate in the BCA PEARL project.
22. CCS or Metro information systems and user personnel will be available at all times when needed to support this project.
23. CCS will designate and authorize a person who works at the remote site to function as a remote site coordinator responsible for supporting the survey and installation activities. This individual will be qualified to perform these tasks and be available to the BCA project team as needed.
24. CCS will provide the BCA project team with security badges and IDs to allow as much freedom of movement within facilities as possible.
25. CCS will be responsible for entering and maintaining the tables that support the PEARL[®] EHR.



BCA and Subcontractor Personnel

- 26. Products and services provided under this Statement of Work will be performed at CCS and Metro facilities in Davidson County and the remote sites located as specified in Appendix L "CCS/Metro Licensed Sites".
- 27. Some BCA contract-related activities on this project may be performed on BCA premises. The time spent on these contract-related activities will be considered part of this project and will be billed to this project.
- 28. Part of the products and services will be performed or provided by BCA approved Third Parties.
- 29. BCA will provide services under this Statement of Work during normal business hours, Monday through Friday, except BCA holidays and as specified in Section 2.0 of this SOW.

Exclusions from this Statement of Work

- 30. Management of any network services, including the Data Center, redundant hot site and back up.
- 31. LAN (Local Area Network) administrative tasks associated with the creation and maintenance of user accounts and passwords are not included in this Statement of Work.
- 32. Installation and testing of LAN (Local Area Network) cabling at the central sites and at the remote sites are not included in this Statement of Work.
- 33. Formal training in supporting technology (such as Microsoft 2003 Server, or Microsoft XP Workstation, Oracle, Crystal Reports, etc) is not included in this Statement of Work. *BCA would be pleased to provide a proposal for these services at a later date.*
- 34. Installation of the network connectivity and other equipment to remote sites is not included in this Statement of Work. The network connectivity and other equipment will be installed and operational at each remote site prior to the installation and deployment of PEARL[®].
- 35. Conversion of existing Metro data is not included in Appendix I, "Implementation Plan", and is not included in this Statement of Work.



2.2 BCA Responsibilities

System Implementation Services

Description: The objective of this Project is to provide implementations services needed to manage, design, develop, train, test, document and deploy the new Metro EHR, as described in Appendix I "Implementation Plan". The system will be deployed at all CCS/Metro licensed sites as specified in Appendix L CCS/Metro Licensed Sites". The approach will be to transfer knowledge to a group of up to (10) system administrators. BCA trainers will conduct initial end user training, and CCS or Metro trainers will then in turn be responsible to cascade this training out to CCS or Metro end users on an ongoing basis.

The following categories of the System Implementation Plan will be performed:

Task 1 - Project Management

Description: The objective of this task is to provide technical direction and control of project personnel and to provide a framework for project communications, reporting, and procedural and contractual activity. BCA will appoint a qualified Project Manager to manage the project team. BCA Project Manager will interface directly with the CCS/Metro and the Project Director. The sub-tasks are:

1. Maintain project communications on a timely basis and with the CCS Project Director.
2. Establish documentation and procedural standards for the deployment of the project.
3. Prepare a project plan for performance of this Statement of Work, which defines the detailed task and schedule responsibilities.
4. Track and report on hours expended by task against the best estimate.
5. Conduct regularly scheduled project status meetings.
6. Prepare and submit Monthly Status Reports to the CCS Project Director.
7. Review and administer the Project Change Control Procedure with the CCS Project Director.
8. Coordinate and manage the activities of project personnel.
9. Oversee the development of database systems and processes supporting the project.
10. Perform other tasks as outlined in Appendix I, "Implementation Plan".

Completion: This task is on going and will be complete when the BCA Project Manager submits the final Monthly Status Report.

Deliverable: Monthly Status Reports.



Task 2 – Assist CCS/Metro with Communication and Network Environment Requirement Definitions

Description: The objective of this task is for BCA to assist Metro network personnel to determine and establish the communication between the DCSO data center and the Metro sites for the installation and operation of the BCA PEARL[®] system.

The sub-tasks are:

- Review current Metro network diagrams and documentation
- Perform an on-site survey of the locations listed in Appendix L, “CCS/Metro Licensed Sites”
- Determine the equipment required to meet the needs of the PEARL[®] system installation
- BCA will test the Frame Connection speed for the Project Team

Completion: This task will be complete when the BCA Project Manager delivers a copy of the high level Data Center and Network Environments Design Summary to the CCS/Metro Project Director.

Deliverable: Data Center and Network Environments Requirements Task Summary.

Task 3 – Verify the Installed Hardware

Description: The objective of this task is to verify the installation of the printers, scanners and image servers as it relates to the PEARL[®] software. These devices will be located at five (5) CCS/Metro sites in Davidson County. The sub-tasks are:

- BCA to perform system diagnostics and verify installation of hardware.

Completion: This task will be complete when the BCA Project Manager verifies and delivers a copy of the Hardware Verification Installation Summary to the CCS Project Director.

Deliverable: Hardware Verification Installation Summary.



Task 4 - Install the BCA PEARL® Software

Description: The objective of this task is to assist with the installation of the BCA PEARL® Client Software.

- Load the BCA PEARL® Client software.
- Verify and demonstrate the availability of PEARL® Client software main menu and sub-menus.
- Create BCA PEARL® Client Software Installation Summary.

Completion: This task will be complete when the BCA Project Manager delivers a copy of the BCA PEARL® Software Installation Summary to the CCS/Metro Project Directors.

Deliverable: BCA PEARL® Software Installation Summary.

Task 5 - Install the Third Party Software

Description: The objective of this task is to install the Third Party Software as specified in Appendix H, "Third Party Software". The sub-tasks are:

- Order the Third Party Software as specified in Appendix H.
- Receive the Third Party Software.
- Load the Third Party Software onto Scanning PC.
- Verify and demonstrate the availability of the Third Party Software main menu.
- Verify and demonstrate the availability of the Third Party Software module functionality.
- Create the Third Party Software Installation Summary.

Completion: This task will be complete when the BCA Project Manager delivers a copy of the Third Party Software Installation Summary to the CCS Project Director.

Deliverable: The Third Party Software Installation Summary.



Task 6 – Maintenance of Table Loads

Description: The objective of this task is to assist CCS and Metro with creating tables needed by the BCA PEARL[®] Software. As part of this task BCA will provide CCS and Metro with user instructions, content examples, training and testing, needed to create the tables. These tables define the content and parameters needed to tailor and operate PEARL[®] in the CCS/Metro environment. The sub-tasks are:

- Provide Table Load examples.
- Provide Table Load training.
- Provide Table Load testing and supervise training.
- Provide Table Load content build plan and supervise entry of actual CCS/Metro support file content.
- Prepare the Table Load Content Development Summary.

Completion: This task will be complete when the BCA Project Manager delivers a copy Table Load Content Development Summary to the CCS Project Director.

Deliverable: Table Load Content Development Summary.

Task 7 – Develop DCSO Jail Management System (JMS) Interface

- **Description:** The objective of this task is to provide a standardized working document, which will define the data elements needed by the PEARL EHR. As outlined in Appendix I, "Implementation Plan". This task will involve providing a one way-directional interface between the BCA Pearl EHR and the DCSO JMS System. BCA anticipates receiving the DCSO inmate demographic information real time, which will allow CCS and Metro to view inmate information in the BCA EHR. BCA will provide our standard PEARL Interface Specifications. Customer will provide requested layout to BCA specification.

The sub-tasks are:

- Review JMS System Interface Requirements.
- Design JMS System Interface Functionality.
- Develop JMS System Interface Functionality.
- Test JMS System Interface Functionality.
- Provide JMS System Interface Documentation.



Completion: This task will be complete when the JMS Interface is functioning and the BCA Project Manager delivers a JMS Interface Development Task Summary Report to the CCS/Metro Project Director. Once the interface has been delivered and accepted, any requested changes or modifications will be managed through the Project Change Request process. (See Appendix B)

Deliverable: functioning JMS Interface Summary Report.

Task 8 – Develop CCS/Metro Bio-Reference Lab Interface

- **Description:** The objective of this task is to provide a standardized working document, which will define the data elements needed by the PEARL EHR, as outlined in Appendix I, "Implementation Plan". This task will involve developing a two-way interface between the BCA Pearl EHR and the Lab System that will allow CCS and Metro to order and view lab results automatically in the BCA EHR. BCA will provide our standard PEARL Interface Specifications. CCS will provide requested layout to BCA specification.

The sub-tasks are:

- Review CCS/Metro Lab System Interface Requirements.
- Design CCS/Metro Lab System Interface Functionality.
- Develop CCS/Metro Lab System Interface functionality.
- Test CCS/Metro Lab System Interface Functionality.
- Provide CCS/Metro Lab System Interface Documentation.

Completion: This task will be complete when the CCS/Metro Lab System Interface is functioning and the BCA Project Manager delivers a CCS/Metro Lab System Interface Development Task Summary Report to the CCS/Metro Project Director. Once the interface has been delivered and accepted, any requested changes or modifications will be managed through the Project Change Request process. (See Appendix B)

Deliverable: functioning CCS/Metro Lab System Interface and CCS/Metro Lab System Interface Development Task Summary Report.

Task 9 – Develop Diamond Pharmacy Interface

Description: The objective of this task is to provide and customize the Pharmacy System Interface capabilities as outlined in Appendix I, "Implementation Plan." This task will



involve developing a two-way interface between the BCA Pearl EHR and the Pharmacy System, which will allow CCS and Metro to order and view medication orders automatically in the BCA EHR.

The sub-tasks are:

- Collect Pharmacy/System Interface Requirements.
- Design Pharmacy System Interface Functionality.
- Develop Pharmacy System Interface Functionality.
- Test Pharmacy System Interface Functionality.
- Develop Pharmacy System Interface Documentation.

Completion: This task will be complete when the Pharmacy System Interface is functioning and the BCA Project Manager delivers a Pharmacy System Interface Development Task Summary Report to the CCS/Metro Project Director. Once the interface has been delivered and accepted, any requested changes or modifications will be managed through the Project Change Request process. (See Appendix B)

Deliverable: functioning Pharmacy System Interface and Pharmacy/Electronic MAR System Interface Development Task Summary Report.

Task 10 – Develop Mental Health Database Lookup Interface

Description: The objective of this task is to customize and develop the Mental Health Database Interface to allow a one-way verification and lookup of inmates entered into the PEARL EHR as outlined in Appendix I, "Implementation Plan". This task will allow CCS/Metro to use the Mental Health Database to screen inmates.

The sub-tasks are:

- Collect Mental Health Database Interface Requirements
- Design Mental Health Database Interface Functionality
- Develop Mental Health Database Interface functionality
- Test Mental Health Database Interface Functionality
- Develop Mental Health Database Interface Documentation



Completion: This task will be complete when the Mental Health Database Interface is functioning and the BCA Project Manager delivers a Mental Health Database Interface Development Task Summary Report to the CCS/Metro Project Director. . Once the interface has been delivered and accepted, any requested changes or modifications will be managed through the Project Change Request process. (See Appendix B)

Deliverable: Functioning Mental Health Database Interface and Development Task Summary Report.

Task 11 – Provide Training

Description: The objective of this task is to train the necessary CCS and Metro staff to use the PEARL EHR Modules, provide system administrative support and create and maintain the data base support tables needed to support the operations and use of PEARL. BCA staff will conduct training for the initial installation. CCS and Metro personnel "End User Trainers" will be educated during the training process to take over on-going training after go live. CCS and Metro will be responsible for providing the facilities, supplies, communication connectivity and equipment needed to train CCS and Metro personnel, and will be responsible for insuring personnel are available to be trained at the time available for training, consistent with the CCS and Metro approved training plan. BCA will provide no more than 17 days for user training. Other training needed by CCS and Metro will be provided by BCA to CCS and Metro in accordance with Appendix B, "Project Change Control Procedures".

The sub-tasks are:

Train up to 10 System Administrators –System Administration training will include:

- Classroom instruction for maintaining and administration of support files and tables.
- Basic system commands and control procedures.
- Basic security administration for maintaining password and user identification.
- Standard operating procedures for site evaluations/installations.
- Preventive maintenance.
- Multiple reports administration.

End User Training includes:

- Training Front Desk and In-take Registration Personnel.
- Training IT Personnel.



-
- Training Health Services and Case Management Personnel.
 - Training Medical Records Personnel.
 - Training Clinical Staff.
 - Training Management Staff.

Completion: This task will be complete when the all trainers and key personnel as outlined in Appendix M, "CCS/Metro Personnel Roles and Responsibilities" have been trained and the BCA Project Manager delivers the Training Task Summary Report to the CCS Project Director.

Deliverable: Training Schedules, Course Curriculums, Training Manuals and the Training Task Summary Report.



Task 12 – Supervise Acceptance Testing

Description: The objective of this task is to give CCS key personnel the opportunity in testing the BCA PEARL System capabilities and functionality prior to putting the system into production.

The sub-tasks are:

- Provide the PEARL Testing Plan and Acceptance Criteria.
- Test System Administration Procedures.
- Test Database Tables - Entry, Maintenance, and Listing.
- Test Clinical Order Entry and Verification, including Vitals.
- Test Medication order Entry and Administration.
- Test Patient Reminders.
- Test Scanning.
- Verify First Productive Use Dates.

Completion: This task will be complete when the test plan has been executed and when the BCA Project Manager delivers the Testing Task Summary Report to the CCS Project Director.

Deliverable: Test Plans, Test Data, Testing Instructions and Testing Task Summary Report.



Task 13 – Live Operations

Description: The objective of this task is to move BCA's PEARL into productive use. The approach to moving the system into productive use is to bring the designated sites on-line with live inmate patient data. In order to accomplish these objectives connectivity to all sites must be verified, user training by CCS trainers must be adequately trained on the BCA PEARL use, documentation must be available at all sites, a trained CCS coordinator must be available at all sites to provide support, and BCA project personnel must be available onsite to assist in verifying the quality of the system, help answer questions and solve problems as they occur.

Completion: This task will be complete when the BCA PEARL System is used by CCS and Metro in a live and productive environment, and when BCA Project Manager delivers a BCA PEARL Live Operations Task Summary Report to the CCS Project Director.

Deliverable: BCA PEARL, accompanying documentation and BCA PEARL Live Operations Task Summary Report.

Task 14 – Provide Onsite Support

Description: The objective of this task is to provide CCS and Metro with onsite support by BCA project personnel, immediately after the system has been moved into productive use, to insure the successful implementation of the PEARL Implementation Project. CCS and Metro and BCA project personnel should be available to all users and licensed sites to provide user support, answer questions, correct errors resolve problems and identify changes that maybe required.

Completion: This task will be complete when the BCA project personnel has spent the agreed upon hours of onsite support.

Task 15 – BCA PEARL Warranty

Description: The objective of this task is to provide CCS and Metro with its Warranty and PEARL Software License, and Maintenance fees, for the BCA PEARL product once the system is put into Production. The PEARL Warranty period will begin 30 days after System Acceptance. Any Fees shall be paid by CCS on an annual basis and pro-rated if applicable, once the Warranty period is over.

The BCA PEARL Warranty and Software Maintenance will cover all original PEARL Software Modules, Programs and Functionality licensed and provided to CCS/Metro by BCA as part of this agreement. Coverage shall begin daily, Monday thru Friday, from 7:00 a.m. to 5:00 p.m. Central Standard Time (CST). Other hours during the day or night, weekends and holidays are covered under this agreement as on-call hours, and Help Desk personnel are available by pager, phone, or e-mail during those hours. This task **does not** cover support of any equipment, third party software or other BCA software products not licensed under this agreement.



The sub-tasks are:

- Repair all PEARL Software programming errors.
- Provide 2nd Tier Help Desk Support to designated CCS/Metro personnel.
- Provide new release updates to the licensed programs.

Completion: Warranty will be in effect for the term of this statement of work.

Deliverables: The BCA PEARL Monthly Maintenance Status Reports.

Task 16 – Provide Disaster Recovery and Business Continuation Support Services (Not Included)

Description: The objective of this task is to provide CCS/Metro with a high quality and affordable Disaster Recovery and Business Continuation Plan to support their data processing capability in case of specific emergencies that may occur. BCA will be responsible for the services provided under this agreement including performing the sub-tasks, providing the deliverables and completing the project. The sub-tasks are:

- Provide Project Management.
- Provide quick connectivity upon specified events occurring.
- Provide System Restore Service.
- Provide Testing of the Restored System.

Completion: This task will be complete upon termination of the BCA Services Agreement with CCS/Metro.

Deliverables: BCA Services Agreement.

Task 17 – Provide Database Administration and Support

Description: The objective of this task is to provide CCS and Metro with a high quality and affordable Database and Administration Plan to support their data processing capability in the areas of managing the PEARL Oracle Database. BCA will be responsible for the services provided under this agreement including performing the sub-tasks, providing the deliverables and completing the project. The sub-tasks are:

- Provide Project Management.
- Provide System Tuning and Database Administration.
- Provide database updates and customizations



Completion: This task is on-going until termination of the BCA Agreement with CCS/Metro.

Deliverables: BCA Agreement.

2.3 CCS/Metro Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the *statement of work* and are to be provided at no charge to BCA. BCA's performance is predicated upon the following responsibilities being fulfilled by CCS and/or Metro.

2.3.1 CCS Project Director

Prior to the start of this Statement of Work under the Agreement, CCS will designate a person, called the CCS Project Director, to whom BCA communications will be addressed and who has the authority to act for CCS and Metro in all aspects of the contract.

The CCS Project Director responsibilities include:

1. Performing the duties and responsibilities as outlined in the Appendix M, "CCS and Metro Personnel Roles and Responsibilities", and
2. Serve as the interface between the BCA project team and all CCS and Metro departments participating in this project.
3. Select the staff for the CCS and Metro implementation team.
4. Assign duties and responsibilities for each CCS and Metro team member.
5. Assist in developing the implementation schedule.
6. Assist in developing a schedule for data entry.
7. Identify staff to be trained for each location and coordinate site implementation schedule.
8. With the BCA Project Manager, administer Project Change Control.
9. Attend project status meetings.
10. Obtain and provide information, data, decisions and approvals, within three (3) working days of BCA's request unless CCS and BCA agree to an extended response time.
11. Help resolve project issues and escalates issues within the CCS and Metro organization, as necessary.



2.3.2 Remote Site Coordinators

1. CCS is responsible for the appointment of a site coordinator for each remote site. It is assumed that this individual will be qualified to perform the function and will be fully authorized by CCS to do so.
2. CCS is responsible for the orientation of remote site coordinators with the project objectives and plan prior to the BCA project team contacting them regarding system implementation tasks.

2.3.3 Other CCS or Metro Personnel

BCA requires that the other CCS or Metro personnel, described in Appendix M, "CCS/Metro Personnel Roles and Responsibilities" be assigned to carry the responsibilities outlined, during the implementation phase of this project.

In addition, CCS is responsible for making available appropriate personnel to provide assistance to the BCA project team, should requirements or questions arise. Examples of areas of assistance include but are not limited to the following:

- Metro systems or communications environment
- Metro existing applications
- Metro LAN and WAN
- Metro naming conventions and network standards
- CCS or Metro network addresses, machines names, and machine identification information for each server and PC to be deployed

CCS/Metro personnel will be provided on a timely basis so as not to cause project delays.

2.3.4 Additional Responsibilities

1. CCS is responsible for purchasing data center hardware. The image server hardware, software, printers, scanners, and network interface equipment. BCA has provided a separate proposal for these items.
2. Metro is responsible for the connectivity necessary to support the DCSO Data Center.
3. Metro is responsible for providing a central and adequate facility to receive, setup, configure test and install the equipment and systems.
4. CCS is responsible for the arrangements and payments for shipping of hardware (PC Workstations, Servers and Peripherals) from the central facility to the remote sites within the framework of the project plan.



5. CCS is responsible for the coordination of availability of staff, including necessary travel, to access the proposed training within the framework of the project plan.
6. Metro is responsible for the completion of the installation of LAN (Local Area Network) and WAN (Wide Area Network) services to connect all remote sites to the DCSO Data Center.
7. Metro is responsible for providing BCA its specification concerning its Server Naming Schema.
8. Metro is responsible for providing BCA a set of specifications concerning its Network Management System.
9. Metro is responsible for providing a TCP/IP Addressing Schema. This includes furnishing specific addresses for the network devices requiring addresses for each remote site according to the project schedule. This includes furnishing remote sites subnet numbers, subnet masks; default gateway addresses, and Wins, DHCP, and DNS services information.
10. Metro is responsible for the management system for tracking and maintaining the assignment of TCP/IP network addresses.
11. Metro is responsible for providing any tools or test equipment deemed essential for troubleshooting or for performing diagnostics on the networking systems deployed in this project.
12. CCS is responsible for providing test data, in the appropriate format, to BCA so that testing for the interface validation programming can be performed.
13. Metro will install the workstations and printers at the remote sites and at the central site, which are required to operate PEARL. Metro will allow the loading of the client software on the workstations that are required to operate the PEARL application.

2.3.5 Office Space and Other Facilities

1. CCS and Metro will provide suitable office space, office supplies, furniture, telephone and other facilities equivalent to those provided to CCS and Metro employees for the BCA project team while working on CCS or Metro premises at no charge to BCA beginning October 1, 2005 and ending on or before March 30 2006 or at the completion of the project.

2.3.6 Security and Laws

1. CCS/Metro is responsible for the actual content of any data file, selection and implementation of controls on its access and use, and security of any relevant stored data.
2. CCS and Metro will identify and make the interpretation of any applicable federal, state and local laws, regulations and statutes and insure that products of the system meet those requirements.



2.3.7 Required Consents

CCS and Metro shall be responsible for promptly obtaining and providing to BCA all "Required Consents" necessary to BCA to access, use and/or modify software, hardware, firmware and other products used by customer for which BCA shall provide services described herein. A Required Consent means any consents or approvals required to give BCA and its subcontractors the right or license to access, use and/or modify (including creating derivative works) CCS or Metro's or a third party's software, hardware, firmware and other products used by the customer without infringing the ownership or license rights (including patent and copyright of the providers or owners of such products).

2.4 Estimated Schedule

These services are estimated to require approximately 150 days or five (5) months for completion, not included maintenance support after the system has been put into first productive use. The estimated Start Date is October 1, 2005, and the estimated GO Live date is March 6th, 2006.

2.5 Completion Criteria

System Implementation: BCA shall have fulfilled its Systems Implementation obligations under this Statement of Work when any one of the following occurs:

- BCA accomplishes the BCA System Implementation tasks described in 2.2, "BCA Responsibilities, Implementation Services"
- 30 days after first productive use
- CCS or Metro terminates the EHR Project in accordance with the provisions of the *Metro Contract*.

Other Services: BCA shall have fulfilled its Other Services obligations under this Statement of Work when any one of the following occurs:

- BCA accomplishes the BCA Other Services tasks described in 2.2, "BCA Responsibilities, Other Services"
- CCS or BCA terminates the Project in accordance with the provisions of the *Agreement*.



2.6 Up To Five Year Cost Proposal

Charges: The contract is a three year contract with two 1 year renewal options. Pricing for the products and services represent an estimated total funding requirement for BCA Product and Services as described in this Statement of Work (SOW) as outlined in 2.6.1.

2.6.1 Pricing Schedule

BCA's pricing model is based on a subscription fee per inmate per day.
This total will be adjusted to properly reflect the actual inmate population count maintained in the PEARL EHR System.
See Exhibit 4, "Price Proposal"



3.0 Appendices

Appendix A – Deliverables Guide Line

- Monthly Status Reports
- Data Center and Network Environments Task Summary
- Hardware Verification Summary
- BCA PEARL Software Installation Summary
- The Third Party Software Installation Summary
- Table Load Content Development Summary
- Functioning JMS Interface Summary Report
- Functioning Lab System Interface / Report
- Functioning Pharmacy / MAR System Interface
- Functioning Mental Health Interface / Report
- Training Schedules, Course Curriculums, Training Manuals, Training Summary Report
- Test Plans, Test Data, Testing Instructions, Testing Task Summary Report
- BCA PEARL Live Operations Summary Report
- PEARL Monthly Maintenance Status Report
- BCA Agreement



Appendix B. - Project Change Control Procedure

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the project.
- The designated Project Director/Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Managers will review the proposed change and evaluate it as follows:
 - ▲ Assess the benefits of proposed change
 - ▲ Assess the relationship of proposed change with the statement of work
 - ▲ Assess the pricing associated with the proposed change
 - ▲ Assess the impact to overall project schedule
 - ▲ Recommend or reject the incorporation of change into the Statement of Work

A written *Project Change Authorization* must be approved and signed by both parties to authorize implementation of the proposed changes.

- The BCA Project Manager will maintain a log of all changes proposed by BCA and all change requests received from CCS. This log will catalog the dates and activities associated with the review and outcome of each proposed change. Change Authorizations must be submitted to and approved by Metro as a contract amendment.



Appendix C – BCA PEARL Applications

The following is a list of BCA PEARL software modules that are licensed to CCS and Metro under this Statement of Work and the related agreements:

Licensed Programs:

PEARL EHR

Appendix D – BCA PEARL Application Software Modules

The following are function lists of the BCA PEARL software modules licensed to CCS/Metro under this Statement of Work and the related agreements:

- **Appointment Scheduling**
- **Registration**
- **Medications**
- **Orders**
- **Lab Results (must be interfaced)**
- **Vitals**
- **Reminders**
- **Document System (E-mail, Scanning, Transcription, Chart)**
- **Result Entry**
- **Physician Daily Orders**
- **Administrative Function Menu**



Appendix E – BCA PEARL Application Software Product Descriptions

The following is a product description of the BCA PEARL software modules licensed to CCS/Metro under this Statement of Work and the related Agreements:

(See Exhibit 1)

Appendix F – BCA PEARL Applications Software Capabilities (per the RFP responses)

The following are BCA PEARL product capability answers to the Metro RFP:

(See Exhibit 2)



Appendix G - Hardware Equipment Configuration and Operating System Software

The following is the configuration of the PEARL Oracle Database Server, EMC Storage Array, Image Server Hardware Configuration, Software Operating System and Support Components provided by BCA or CCS and Metro under this Statement of Work and related Agreements:

Pearl Image Server

2- Dell Poweredge 2850 Image Server, 2- 2.8GHZ cpu, 1GB DDR memory, 4-36 GB HDD

Dell Workstations

18 Workstations to be provided

HP LaserJet Printers

10- HP Personal LaserJet Printers
6- HP 4250N series

Fujitsu Scanners

6-Fujitsu Scan Partner 620C

Kofax Adrenaline Imaging Software

6- Adrenaline License

RightFax Solution

1- RightFax

Frame-Relay WAN/LAN Solution

1-Cisco 1700 series router
1-Cisco 10/100 LAN Switch

PEARL Oracle 10g Database Server (or comparable equipment)

1-RP 3410 Enterprise Server running HP-UX 11i v.2 Operating System
2-800 Mhz PA-8800 Processors
2-2 GB DRAM memory (expandable to 6 GB)
1-DVD ROM Module
2-36 GB Hot Plug Ultra 320 SCSI HDD
2-2GB PCI Fiber Channel HBA
1-Rack mount Kit for RP3410 server
1-2 meter HP cabinet
1-HP Hardware/Software support contract for 5 years.



EMC Database Storage (or comparable equipment)

1-EMC CX300 Storage Array (expandable to 60 drives for a total capacity of 13TB)
(Includes Dual 2GB controllers and rack mount kit)
10-146GB 10K RPM FC HDD (1.5TB)
7-320GB 5400 RPM ATA HDD(2.2 TB,for backup to disk)

Oracle License

2 x Oracle Database Standard Edition One - Processor Perpetual
Oracle Product Support
Note: not full development license



Appendix H - Third Party Software List

The following is a list of Third Party Software Products provided by BCA to CCS/Metro under this Statement of Work and related Agreements:

No agreements are required for use of these 3rd party systems.

- Kofax Adrenaline
- MIVAP Viewer
- First Data Bank
- Crystal Reports Runtime Licenses

Appendix I - Implementation Plan

The following is the preliminary PEARL Implementation Services Project Plan BCA will use in support of this project and under this Statement of Work and other related agreements. A final project plan will be developed during the first 10 days of the project.

(See Exhibit 3)

The following is a list of implementation services BCA will provide in support of this project and under this Statement of Work and other related agreements:

Implementation Services:

Project Management

Training and Support

Interface Programming

Additional Installation Services

Hardware and 3rd Party Software Installation

Install and configure Image Server

Install Scanners

Install Data Center Server

Install PEARL Oracle Database

Install EMC Storage Array



Appendix J - Interface Development List

The following is a list of interfaces BCA will develop in support of this project and under this Statement of Work and other related agreements:

Interfaces Descriptions:

- Bio-Reference- 2 way laboratory orders and laboratory results interface
- JMS to EHR- 1 way interface from JMS to PEARL. Demographics + other data
- Mental Health- 1 way inmate verification
- Diamond Pharmaceuticals - 2 way Pharmacy orders and results interface

Appendix K - CCS/Metro Licensed Site List

The following is a list of CCS and Metro sites Licensed to use the BCA PEARL Software under this statement of Work and other related agreements:

1. The Criminal Justice Center (CJC), 406 Second Avenue North, Nashville, TN
2. Hill Detention Center (HDC), 506 Second Avenue North, Nashville, TN
3. Correctional Development Center Male (CDCM), 5113 Harding Place, Nashville, TN
4. Correctional Development Center Female (CDCF), 5113 Harding Place, Nashville, TN
5. Offender RE-Entry Center (ORC), 5113 Harding Place, Nashville, TN
6. Mental Health Cooperative
7. Metropolitan Public Health Department
8. Correct Care Solutions, 3343 Perimeter Hill Drive, Suite 200, Nashville, TN 37211



Appendix L - CCS/Metro Personnel Roles and Responsibilities

The following describes the roles and responsibilities of the CCS/Metro project personnel needed to support of this project, Statement of Work and other related agreements:

CCS Project Personnel, Roles and Responsibilities

1. **Project Director:** The CCS Project Director is responsible for directing the BCA Project Manager. Together the CCS Project Director and the BCA Project Manager are responsible for the overall success of the project. The CCS Project Director responsibilities include:
 - Directing the BCA Project Manager.
 - Communicating with BCA daily, or as needed, to review progress, answer questions, help resolve problems, and communicate CCS decisions to BCA.
 - Leading weekly project status reviews and providing direction to BCA during the project.
 - Reviewing monthly project status reports, coordinating and leading monthly project status meeting and providing direction to BCA as needed.
 - Communicating project status to CCS upper management and providing BCA feedback as needed.
 - Coordinating the CCS and Metro resources as needed to support the timely implementation and delivery of the project tasks.
 - Accepting the delivery of BCA project tasks and approving the continuation of the project after reaching major milestones.
 - Initiating and elevating problems, concerns or unresolved issues to both BCA and CCS upper management as needed.
2. **Information Resources Coordinator:** The CCS Information Resources Coordinator shall be responsible for insuring that all CCS and Metro information resources are available and properly functioning in a timely manner to support the timely delivery of the tasks outlined in the final project plan, and revisions. The CCS Information Resource Manager shall support to the CCS Project Director and shall be responsible for:
 - Setting up the network, testing, training and production environment infrastructure, including:
 - Reviewing technology requirements recommended by BCA and approved by CCS and Metro.
 - Ordering, receiving, testing and installing equipment, hardware, software and communication resources as needed and consistent with the project plan.
 - Insuring all information system resources are maintained and functioning at acceptable levels.



- Helping provide information, resources and physical security as needed.

- Advising the CCS Project Director and the BCA Project Manager of the best technology solutions available to support the system infrastructure in the CCS and Metro environment.
- Coordinating disaster recovery services as needed.
- Managing the reporting environment,
- Managing the online environment,
- Managing the communications protocols,
- Setting up and managing the network infrastructure.
- Establishing and maintaining the user environment, password security, user and workstation identification, etc.

3. Operations Manager: The CCS Operations Manager is responsible for providing an understanding of Metro's healthcare delivery system, including the current organization structure, policies, procedures, physical facilities, and workflow, understanding BCA recommendations and advising the Project Director to the most suitable overall policies and procedures for CCS and Metro going forward. The CCS Operations Manager shall support the CCS Project Director and shall be responsible for:

- Providing documentation and communicating CCS and Metro's overall operations policies and procedures concerning the delivery of healthcare to its Patients.
- Reviewing BCA proposed policies, procedures and workflow recommendations with the implementation of the new system.
- Providing direction to BCA concerning the optimum workflow to support CCS and Metro once the new system is installed.

4. Inmate Intake and Registration Supervisor(s): The CCS Patient Intake and Registration Supervisor shall be responsible for providing BCA with an understanding of Metro's current patient intake and registration policies and procedures, understanding BCA recommendations and advising the Project Director of the most suitable set of policies and procedures for CCS and Metro going forward after the new system is installed. The CCS Patient Intake and Registration Supervisor(s) shall also be responsible for:

- Coordinating the availability of patient intake and registration personnel to be trained.
- Being trained to use the BCA patient intake and registration system.
- Assisting with training patient intake and registration personnel.
- Leading the testing of the BCA patient intake and registration system
- Supporting the transition tasks of converting to the BCA patient intake and registration system.

5. Case Management Supervisor(s): The CCS Case Management Supervisor shall be responsible for providing an understanding of CCS/Metro's current case management



policies and procedures, understanding BCA's recommendations and advising the Project Director of the most suitable set of case management policies and procedures for Metro going forward after the new system is installed. The CCS/ Case Management Supervisor(s) shall also be responsible for:

- Coordinating the availability of case management personnel to be trained.
 - Being trained to use the BCA EHR system.
 - Assisting with training case management personnel.
 - Leading the testing of the BCA EHR system.
 - Supporting the conversion tasks of converting to the BCA case management system.
6. Clinical Personnel Coordinator (s): The CCS Clinical Personnel Coordinator shall be the primary liaison between the EHR and clinical personnel. The CCS Clinical Personnel Coordinator shall be responsible for:
- Coordinating communications with the providers and clinical staff.
 - Coordinating training and providing system overviews for the providers and clinical personnel.
 - Gathering important clinical information to establish rules and data base support files and tables, needed to build and maintain the EHR.
 - Coordinating the development of provider/department forms.
 - Coordinating and establishing provider schedules, absent periods, workload standards, and other similar provider information needed.
7. System Administrator(s) and PEARL Security Officer: The CCS System Administrator and PEARL Security Officer is responsible for general Table Load Maintenance and supporting the PEARL system's application level security, including chart and screen level security. These duties include:
- Establishing and maintaining the CCS/Metro production, testing and training environments.
 - PEARL User creation and maintenance.
 - Entering and maintaining data base table content (Table Loads)
 - Primary contact for managing and coordinating End User Training
 - Document system workflow
 - Manage 1st Level Support and act as primary contact for BCA Help Desk



Appendix M - BCA Project Personnel Roles and Responsibilities

The following describes the roles and responsibilities of the BCA project personnel that will support this project, Statement of Work and other related agreements:

BCA Project Personnel, Roles and Responsibilities

1. **Project Manager:** The BCA Project Manager is responsible for delivering our Customers Management Information System known as the PEARL financial and EHR projects on time and within budget, and with a high level of quality, which meets or exceeds our Customers' expectations. The BCA Project Manager is BCA's primary representative and point of contact for our Customers, throughout the duration of the project. The BCA Project Manager has dual responsibilities and normally reports directly to the Customer's Project Director and a BCA Executive Level Manager. Together the BCA Project Manager and the Customer's Project Director are responsible for the overall success of the project. The BCA Project Manager is also responsible for:

- Developing the project plan,
- Managing all BCA project personnel and other resources,
- Managing the cost of the project,
- Managing timelines to insure that all project milestones are met,
- Managing the process of change orders,
- Resolving all project issues, problems and concerns that may arise, from time to time, during the course of the project.

The BCA Project Manager responsibilities also include:

- Communicating with the Customer's Project Director and other CCS personnel daily, or as needed, to review progress, answer questions, make recommendations, help resolve problems, and communicate the CCS' direction during the course of the project.
- Planning and scheduling and helping lead weekly project status reviews and providing direction to BCA as needed.
- Preparing monthly project status reports, planning and scheduling and participating in monthly project status meeting and implementing CCS' directions.
- Communicating project status to BCA upper management and providing CCS' feedback as needed.
- Directing BCA personnel resource availability as needed to support the timely implementation and delivering project tasks.
- Gaining CCS' acceptance at major milestones and insuring ongoing continuity of the project to its planned conclusion.
- Elevating problems, concerns or unresolved issues to BCA upper management as needed.
- Providing CCS support after implementation and CCS acceptance.



2. Senior Systems Analyst: The BCA Senior Systems Analyst leads the development of BCA software products, modifications and enhancements. The Senior Systems Analyst is responsible providing high-level technical support and consultation to BCA Project and Executive Level Managers. The BCA Senior Systems Analyst also communicates directly with Customer personnel to understand system requirements, information technology standards, operational policies and procedures and user expectations to be incorporated into BCA products, services and Customer projects. The BCA Systems Analyst is also responsible for leading BCA data conversion, system interfaces, system integration, customizations and other application software development efforts. The Senior Systems Analyst is responsible for supervising the efforts of other Programmers and Systems Analysts. The BCA Senior Systems Analyst responsibilities include:

- Reviewing Customer internal policies and procedures,
- Understanding user requirements,
- Developing and presenting system requirement documents,
- Developing system designs,
- Leading programming efforts,
- Leading testing efforts,
- Leading documentation efforts,
- Developing security policies and procedures, and
- Supporting training efforts,
- Providing CCS and Metro support after implementation and Customer acceptance.

3. Systems Analyst/Programmer: The BCA Systems Analyst/Programmer develops BCA software products, modifications and enhancements. The Systems Analyst/Programmer is responsible providing technical support and consultation to BCA Senior Systems Analyst and Project Managers. The BCA Systems Analyst/Programmer also communicate directly with Customer personnel, under the direction of the BCA Senior Systems Analyst or Project Manager, to understand system requirements, information technology standards, operational policies and procedures and user expectations to be incorporated into BCA products, services and Customer projects. The BCA Systems Analyst/Programmer is responsible for developing data conversions, system interfaces, system integration programs, customizations and other application software development efforts. The BCA Systems Analyst /Programmer responsibilities include:

- Reviewing CCS and Metro internal policies and procedures,
- Understanding user requirements,
- Developing and presenting system requirement documents,
- Developing system designs,
- Programming efforts,
- Testing efforts,
- Developing documentation,



-
- Understanding and implementing security policies and procedures, Supporting training efforts, and
 - Providing CCS and Metro support after implementation and acceptance.
4. Trainers: The BCA Trainers train BCA Customers how to use BCA software products, modifications and enhancements. The Trainers are responsible for developing BCA standard training programs and customizing these programs to Customer specific requirements, as directed by the BCA Project Managers. The BCA Trainers are responsible for developing BCA training material and handouts, helping to establish and equip training facilities, planning and scheduling training courses and train the users how to use the software systems that they acquire from BCA and implement in their Practices. In addition, BCA Trainers are responsible for understanding Customer system requirements, operational policies and procedures and user expectations of the knowledge to be gained from BCA training programs. The BCA Trainers are responsible for leading BCA testing efforts, developing customer specific user manuals and providing onsite support immediately before, during and after the BCA product is put into production. The BCA Trainers responsibilities include:
- Reviewing Customer internal policies and procedures,
 - Understanding user requirements,
 - Developing training materials,
 - Developing training curriculums,
 - Assisting in establishing training facilities,
 - Determining training equipment needs and monitoring the delivery and installation of training equipments,
 - Developing and publishing detail training plans and schedules,
 - Training,
 - Leading and supporting testing efforts,
 - Participating in the conversion task,
 - Providing onsite support, and
 - Providing Customer support after implementation and Customer acceptance.
5. Network Administrator: The BCA Network Administrator designs, builds and supports data center and network infrastructure needed to support the operation of BCA systems. The Network Administrator is responsible for providing technical support and consultation to BCA Senior Systems Analyst and Project Managers. The BCA Network Administrator also communicates directly with Customer personnel, under the direction of the BCA Senior Systems Analyst or Project Manager, to understand system requirements, information technology standards, operational policies and procedures and user expectations to be incorporated into BCA products, services and Customer projects. The BCA Network Administrator is responsible for designing and developing data center facilities, wide area and local area networks and all user connectivity and peripheral equipment to network servers that support BCA systems. The BCA Network Administrator responsibilities include:
- Reviewing Customer internal policies and procedures,



-
- Understanding user requirements,
 - Developing and presenting network systems requirement documents,
 - Developing network designs,
 - Developing equipment lists,
 - Managing the acquisition, delivery, installation, testing, deployment and support of network equipment,
 - Testing,
 - Developing network documentation,
 - Understanding and implementing security policies and procedures,
 - Supporting training efforts.
 - Providing onsite support when needed, and
 - Providing Customer support after implementation and Customer acceptance.
 - Performing backup, and recovery, of data contained in the EHR.
 - Maintaining and executing disaster recovery services as needed.
 - Serves as BCA Security Officer.
6. Data Base Administrator(s): The BCA Data Base Administrator is responsible establishing, and maintaining, the database support files and tables, and insuring a high level of quality data is maintained, and providing database security at all times. The Data Base Administrator shall be responsible for:
- Entering and maintaining data base table content and structure.
 - Providing data security as needed to protect the integrity of the data.
 - Producing listing, report and audits as needed to control the data.
 - Interface development and maintenance.
 - Monitors database performance and activities.
 - Performs data loads and conversions for customers.



Appendix N – Warranty and Maintenance Support Services and Hours

The following describes the Warranty and Maintenance Support Services and the time these services will be provided to CCS/Metro:

Warranty and Maintenance Support Services

Help Desk Support: As part of the Warranty and Maintenance Support Services BCA will provide 2nd tier help desk support to CCS and Metro. Help Desk support will be available to CCS and Metro daily Monday thru Friday between the hours of 7:00 a.m. and 5:00 p.m. CST.

Software Repairs: BCA will provide software repairs to any of the programs and functionality licensed to CCS and Metro under this statement of work and associated agreements. Software Repair services does not include hardware, network, communications or any third party software products. Third parties that are associated with this statement of work warranties and maintenance support is available to CCS and Metro, and BCA will provide the second level of support, or will allow CCS and Metro to work directly with the third party.

New Releases and Updates: New releases or updates to the BCA Software Product licensed to CCS and Metro as part of this agreement will be provided to CCS and Metro at no additional charge as long as the Warranty period or the Maintenance support agreements remain in effect and undisputed balances owed to BCA by CCS remain current.



4.0 Exhibits

Exhibit 1 – BCA PEARL Software Modules Product Description

Exhibit 2 – BCA PEARL Software Modules Response to CCS and Metro RFP

Exhibit 3 – Preliminary Implementation Services Project Plan

Exhibit 4 – Price Proposal

SUBLICENSE AGREEMENT

THIS SUBLICENSE AGREEMENT ("Agreement") is entered into as of October 1, 2005, between **CORRECT CARE SOLUTIONS, LLC**, a Kansas limited liability company ("CCS"), and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro").

Metro and CCS have entered into that certain Contract for Purchase of Services dated October 1, 2005 ("Contract").

As part of the Contract, CCS has agreed to make available to Metro, on a subcontract basis, certain electronic medical records software to be provided by Business Computers Associates, Inc.

CCS and Business Computer Associates, Inc. ("BCA"), are party to that certain Application Service Provider License Agreement dated October 1, 2005 (the "BCA Agreement"), pursuant to which BCA is making such software described in the BCA Agreement (the "Software") available to CCS for use at the Designated Site and the Authorized Satellite Facilities, each as defined in the BCA Agreement (collectively, the "Facilities").

Metro has received a copy of the BCA Agreement and is familiar with its terms and Metro desires to enter into this Agreement with CCS for the use of the Software at the Facilities subject to the terms of this Agreement and the BCA Agreement.

In consideration of the mutual covenants and premises set forth herein, CCS and Metro agree as follows:

1. Grant of Right to Use Software. Subject to the terms and conditions contained in this Agreement and the BCA Agreement, CCS grants to Metro and Metro accepts, for the term of this Agreement, a personal, non-exclusive, non-transferable and terminable right to use the Software solely at the Facilities for Metro's own internal purposes. Metro's use of the Software shall not exceed the use permitted by the BCA Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Metro's use of the Software shall be in full compliance with and subject to all terms of the BCA Agreement applicable to CCS; provided however that (i) so long as Metro makes all payments required under the Contract in accordance with the terms thereof, no additional payments shall be required under this Agreement; (ii) Metro shall have no obligation to provide any indemnification to BCA under Section 2.8 of the BCA Agreement; and (iii) any disclosure by Metro that might otherwise be prohibited by Section 2.6 of the BCA Agreement shall not be such a prohibited disclosure so long as the disclosure was made strictly in compliance with the Tennessee Open Records Act (T.C.A. 10-7-503, et seq. and T.C.A. 10-7-701) or in compliance with an order of a court of competent jurisdiction provided that Metro provides CCS with notice of such disclosure and/or court order that is reasonable under the circumstances. Metro

covenants and agrees that it shall not engage in any conduct which would constitute a default by CCS under the BCA Agreement.

2. Effective Date and Term.

(a) The initial term of this Agreement shall be thirty-six (36) months and shall commence on October 1, 2005. Metro shall have the option to renew this Agreement for two (2) renewal terms of twelve (12) months each; provided that the BCA Agreement is still in effect and the Contract has been renewed for the equivalent renewal term by mutual agreement of the parties. This Agreement shall terminate immediately upon any earlier termination of the BCA Agreement or the Contract. Upon expiration or termination of this Agreement, the rights granted to Metro under this Agreement shall terminate and Metro, at its expense, shall immediately return the Software and all related manuals and materials to CCS (or, if requested by CCS, to BCA), and cease using the Software.

(b) CCS may terminate this Agreement if Metro fails to perform or observe any of its covenants and agreements under this Agreement or, subject to the limitation and such failure continues for fifteen (15) days after written notice thereof from CCS to Metro. CCS shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining any non-monetary violation of this Agreement or the BCA Agreement by Metro, Metro hereby acknowledging that all other remedies are inadequate.

3. Restrictions on Use of Software and Proprietary Rights.

(a) The rights granted to Metro under this Agreement shall not be transferred, assigned, sublicensed or distributed by Metro or used by Metro at any of its other facilities or for any other purposes. Metro acknowledges it has received a copy of the BCA Agreement and is familiar with its terms and conditions. Metro will not cause any default or breach under the BCA Agreement and will comply with the terms of the BCA Agreement in its use of the Software.

(b) Metro, without reservation or limitation, acknowledges that (i) the Software and related manuals are the sole and exclusive property of BCA and nothing contained in this Agreement shall be deemed to convey any title or ownership interest in the Software and related manuals to Metro, and (ii) all applicable rights of BCA in any patent, copyright, trade secret or other property right with respect to the Software and related manuals shall remain in BCA.

(c) Metro shall not modify or alter the Software in any manner, including without limitation, the creation of any derivative versions of the Software, the incorporation of additional software or the reproduction of the Software.

4. Disclaimers: Limitations on Liability.

(a) Upon request from Metro, CCS shall enforce, on behalf of Metro and CCS, any breaches of any of the representations, warranties or obligations of BCA under the BCA Agreement, in accordance with the terms thereof. To the extent (i) CCS recovers any amounts from BCA as a result of any such breach, and (ii) the recovery is a refund or repayment of amounts paid by CCS on behalf of Metro to BCA for the Software or related services, then CCS shall forward such amounts to Metro, less any costs or expenses incurred by CCS in collecting such amounts. CCS HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE.

(b) CCS SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY EVEN IF CCS OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Notices. All notices given under this Agreement will be in writing, and delivered in person or sent by facsimile, overnight courier or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the notice section of the Contract. Said addresses may be changed by notifying all of the other parties in the manner set forth in the Contract. Additionally, if CCS gives any notice to BCA under the BCA Agreement with respect to a matter that affects this Agreement, CCS shall provide a copy of such notice to Metro.

6. Assignment. Metro may not assign this Agreement, by operation of law or otherwise, without the prior written consent of CCS and BCA.

7. Autonomy of Parties. CCS and Metro will not, by virtue of this Agreement, be deemed partners or joint venturers or agents of one another. Neither party will, by entering into and performing this Agreement, incur any liability for any of the existing obligations, liabilities or debts of the other, and neither party will, by acting hereunder, assume or become liable for any of the future obligations, debts or liabilities of the other.

9. Modification. Neither this Agreement nor any provision hereof may be amended or modified, except by an agreement in writing and duly executed.

10. Governing Law. All matters affecting the interpretation of this Agreement and the rights of the parties hereto will be governed by the laws of the State of Tennessee without regard to its conflict of laws provisions. The parties further agree that any and all disputes as to enforcement or construction of any of the terms and conditions of this Agreement shall be brought in the state or federal courts in Davidson County, Nashville, Tennessee, which courts shall have exclusive jurisdiction over all such matters.

11. Independent Covenants. Each of the respective rights and obligations of the parties hereunder will be deemed independent and may be enforced independently irrespective of any of the other rights and obligations set forth herein. No waivers, express or implied, by either party of any breach of any of the covenants, agreements or duties hereunder of the other party will be deemed to be a waiver of any other breach thereof or the waiver of any other covenant, agreement or duty.

12. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, who hereby acknowledge that there have been and are not representations, warranties, covenants or understandings other than those expressly set forth herein.

In Witness Whereof, the parties have caused the execution of this Agreement as of the date first written above.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:
Purchasing Agent:**

[Signature]

**RECOMMENDED:
Department Head**

Stephanie B. Bullock

Department: Metro Health Department
Department Head

[Signature]

Department: Metro Sheriff's Department

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

[Signature]
Director of Finance

**APPROVED AS TO RISK AND
INSURANCE:**

Michael A. Hudson 9/30/05
Director of Insurance

**APPROVED AS TO FORM AND
LEGALITY:**

[Signature] 9/30/2005
Metropolitan Attorney

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Marilyn S. Loring

Date: 9/30/2005

CONTRACTOR

CORRECT CARE SOLUTIONS, LLC

BY: [Signature]

Title: Executive Vice-President

Sworn to and subscribed to before me, a
Notary Public, this 30th
day of September, 2005, by
Patrick J. Cummings, the
Executive Vice-President of
Contractor and duly authorized to
execute this instrument on Contractor's
behalf.

[Signature]
Notary Public

My Commission Expires 11-25-06

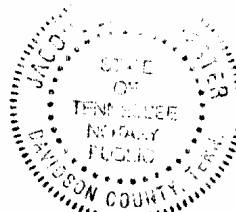


EXHIBIT A
BCA AGREEMENT
[See Attached]

BCA®
APPLICATION SERVICE PROVIDER LICENSE AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2005, by and between Business Computer Applications, Inc., a corporation organized and existing under the laws of the State of Tennessee, and having its principal office at 2002 Perimeter Summit Blvd, Suite 880, Atlanta, Georgia 30319 (hereinafter "BCA"), Correct Care Solutions - Kansas, LLC, a Kansas limited liability company ("CCS" or "Customer"). The parties are entering into this Agreement in connection with the Contract of even date herewith between The Metropolitan Government of Nashville and Davidson County ("Metro Nashville") and CCS for Purchase of Services (the "Metro Contract").

CCS:
Address: 3343 Perimeter Hill Drive
Suite 200
Nashville, TN 37211

Contact Person: Jerry F. Boyle, President and CEO
Phone: (800) 592-2974

Designated Computer Server:

- (1) Type and Model HP 3410 Enterprise Server
- (2) Serial Number _____
- (3) Designated Location 506 Second Avenue, North Nashville Tennessee 37201

Designated Sites:

<u>Name of Designated Data Center</u>	<u>Address of Designated Site</u>
The Metropolitan Government of Nashville and Davidson County: Davidson County Sheriff's Office	506 Second Avenue, North Nashville TN 37201

Authorized Satellite Facilities:

<u>Name of Satellite Facility</u>	<u>Address of Satellite Facility</u>
The Criminal Justice Center	406 Second Avenue North Nashville TN 37201
Hill Detention Center	506 Second Avenue North Nashville TN 37201
Correctional Development Center Male	5113 Harding Place Nashville TN

<u>Name of Satellite Facility</u>	<u>Designated Location Affiliation</u>	<u>Address of Satellite Facility</u>
Offender RE-Entry Center		5113 Harding Place Nashville TN

Mental Health Cooperative		275 Cumberland Bend Drive Nashville TN 37228
Metropolitan Public Health Department		311 23 rd Avenue North Nashville TN 37203
Correct Care Solutions		3343 Perimeter Hill Drive Suite 200 Nashville TN 37211

Background Statements

1. BCA has developed certain computer software applications and related documentation for the health care industry. Metro Nashville, under separate arrangements, has entered into contracts with CCS in order to out-source health care for Metro Nashville's correctional inmate population. CCS will, on Metro Nashville's behalf, be purchasing information technology hardware which will be owned by Metro Nashville and located at the Designated Site and the Satellite Facilities. The Designated Site and the Satellite Facilities are themselves owned by Metro Nashville. Subscription licenses for the Licensed Programs will be acquired pursuant to this Agreement, installed on the hardware owned by Metro Nashville, and utilized by CCS. Metro Nashville will also have access to the Licensed Programs pursuant to a Sublicense Agreement of even date herewith entered into between Metro Nashville and CCS (the "Metro Sublicense"). The Metro Sublicense shall not release CCS of any of its duties and obligations hereunder.
2. Rather than obtaining a fully-paid license for the Licensed Programs and related documentation, Customer desires to obtain a license for the Licensed Programs on an "application service provider" basis providing for monthly payments based on utilization of the Licensed Programs; and
3. BCA is willing to grant Customer a personal, non-transferable, non-exclusive, terminable license on a subscription basis, to subscribe for the use of the Licensed Programs in connection with the activities of Customer in providing or arranging for health care to Metro Nashville's correctional inmate population.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Unless otherwise defined in this Agreement the following definitions will control in the interpretation of this Agreement:

- 1.1 "Agreement" means this BCA Application Service Provider License Agreement.
- 1.2 "ASP Maintenance Agreement" means the BCA Application Service Provider Maintenance Agreement whereby BCA provides maintenance services and Updates to the Licensed Programs.
- 1.3 "Effective Date" means the effective date of this Agreement,
- 1.4 "Function List" means a list of the necessary functions desired to be achieved via the operation of the Licensed Programs. The Function List is set forth in Schedule 1.4 hereof and expressly incorporate herein
- 1.5 "License Access Fee" shall have the meaning set forth in Section 3.1 below.

1.6 "Licensed Program" or "Licensed Programs" means, depending on the context, either a computer program or the computer programs, and the related documentation to be provided to Customer pursuant to the terms of this Agreement. A list of the Licensed Programs is set forth in Schedule 1.6 hereof and is expressly incorporated herein.

1.7 "Maintenance and Support Agreement" means the BCA Standard Maintenance and Support Agreement.

1.8 "Maximum Patient Load" shall have the meaning set forth in Section 2.1 below.

1.9 "Satellite Facility" means a facility owned by a Designated Site, but which is located in a physical location separate from the Designated Data Center of which it is a part, and which operates, delivers and bills for patient care under the same name and codes, and as an integral part of its Designated Site, including but not limited to the utilization of the Designated Computer Server.

1.10 "Source Code" shall mean the human-readable program coding for the Licensed Programs.

1.11 "Update" means any general version or release of a Licensed Program that BCA may develop from time-to-time that contains an addition, improvement, enhancement or other change to such Licensed Program which is not separately identified and priced by BCA in its price schedule and which is marketed by BCA under the same name as that of the Licensed Program in question; but will not include any modification provided to subsequent customers as a result of requested and/or contracted design or program changes or alterations.

ARTICLE II

GRANT OF LICENSE

2.1 Scope of License For so long as this License Agreement remains in effect and Customer abide by its terms, BCA hereby grants to Customer and Customer hereby accepts from BCA, upon the terms and conditions hereinafter set forth, a personal, non-transferable, non-exclusive and terminable license to use the Licensed Programs for the sole purpose of discharging the items set forth on the Function List. This license shall apply for not more than two thousand one hundred and five (2105) inmates who are incarcerated by Metro Nashville at any one time (the "Maximum Patient Load"); provided, however, that the license can be extended for more than the Maximum Patient Load upon payment of the additional license fees as provided for in Section 3.1.

2.2 Term The license granted hereunder shall commence as of October 1, 2005 and shall continue for the next thirty-six (36) complete calendar months, with two (2) twelve-month renewals at the option of Customer, unless terminated by BCA as provided below. All references to the term of this Agreement shall mean the initial term together with any exercised renewal term. In the event that Customer does not exercise the first renewal option, then the second renewal option shall become null and void. **Customer acknowledges and agrees that the Licensed Programs contain codes which will result in the deactivation of the Licensed Programs at the conclusion of the term. Upon deactivation, the Licensed Programs will cease to function.** Within ten (10) days following the conclusion of the term, Customer will provide BCA access to the Designated Computer Server and such other hardware as requested by BCA, so that BCA may remove the Licensed Programs. In the event that Customer decides to exercise a renewal option, written notice of the exercise of the renewal option shall be delivered to BCA not less than thirty (30) days prior to the end of the then current term.

2.3 Limitations on Use This license extends for use of the Licensed Programs only on the Designated Server set forth on the cover page of this Agreement and such peripheral computer equipment authorized in writing by BCA, and only at the Designated Site and Authorized Satellite Facilities, or on such other equipment or at such other locations as may be specifically authorized in writing by BCA. Customer covenants and agrees to use the Licensed Programs only in compliance with law, including the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations thereunder.

2.4 Updates The terms and conditions of this Agreement will fully apply to any and all Updates.

2.5 Source Code The Source Code will remain BCA's property and will not be viewed, copied or made privy to any person or entity. Customer will have no access to the Source Code except as follows:

(a) Customer may elect at any time during the term of this Agreement to have a copy of the Source Code for the current version of the Licensed Programs used by Customer, placed in escrow with Iron Mountain Intellectual Property Management, Inc. (successor to Fort Knox Escrow, Inc.) (the "**Source Code Escrow Agent**"). Escrow arrangements shall be made by BCA upon the written request of Customer, and subject to Customer paying annually, in advance, all fees due to the Source Code Escrow Agent, plus a one-time administrative set-up fee to BCA of Five Hundred Dollars (\$500.00). In the event that Customer fails to pay the amounts due to either BCA or the Source Code Escrow Agent within thirty (30) days of receipt of invoice, then BCA shall be deemed authorized to remove the Source Code from escrow and discharge the Source Code Escrow Agent. Upon delivery of the Source Code to Customer pursuant to the terms of the escrow agreement, then BCA's support, maintenance and warranty obligations, as well as any other obligation to Customer for or related to the Licensed Programs, shall terminate. To the extent that Customer receives a copy of the Source Code for the Licensed Programs, it shall be deemed to have a perpetual, non-transferable, personal right and license to use the Source Code versions of the Licensed Programs solely for use of discharging those functions set forth on the Function List, and only for the remaining duration of, and in compliance with this Agreement.

(b) Customer may elect at any time during the term of this Agreement to have the Source Code for the current version of the Licensed Programs placed in escrow with BCA's outside law firm to be held and released by said law firm pursuant to an escrow agreement acceptable to Customer BCA and the outside law firm, provided however that the escrow agreement will provide the following in addition to other mutually agreeable terms: that the outside law firm shall have no liability whatsoever to Customer or BCA for serving as the holder of the copy of the Source Code, (b) that Customer and BCA will assure that the outside law firm shall bear no out-of-pocket expense for such service, and (c) that if a copy of the Source Code is released to Customer, that Customer shall be deemed to have a perpetual, non-transferable, personal right and license to use the Source Code versions of the Licensed Programs solely for use of discharging those functions set forth on the Function List, and only for the remaining duration of, and in compliance with this Agreement.

(c) The provisions of Sections 2.5 (a) and (b) shall not apply in the event that BCA, prior to ceasing to transact business in the ordinary course for any reason, assigns its rights and obligations under this Agreement and the Maintenance and Support Agreement to a third party acceptable to Customer in its reasonable discretion.

2.6 Confidentiality The license granted Customer hereunder is personal only, and neither the license, the Licensed Programs, technical documentation, operational manuals, this Agreement nor the rights granted hereunder may be resold, assigned, transferred, licensed, sublicensed, copied, hypothecated or otherwise disclosed to any person without the prior written permission of BCA except for the sublicense by CCS to Metro Nashville in accordance with the Metro Sublicense, and provided that Customer may disclose such information to its employees, but only as may be necessary for Customer's utilization of this system and only if such employee will agree to keep any information disclosed confidential as herein provided and Metro Nashville may disclose information as may be required by law, as set forth in the Metro Sublicense. Customer further acknowledges that the items being licensed pursuant to the terms of this Agreement are valuable proprietary products of BCA, and that BCA will suffer substantial monetary loss and damage to its business in the event Customer violates the provisions of this Article II. Upon expiration or termination of this Agreement, all technical documentation or operational manuals in the possession, custody, or control of Customer (including but not limited to all copies thereof) shall be promptly returned to BCA, together with the certification of an executive officer of each of CCS and Metro Nashville, that neither of them (each certifying on their own behalf only) has retained copies of any such items.

2.7 Infringement Indemnity BCA will defend any suit or proceeding brought against Customer to the extent that such suit or proceeding is based on a claim that any Licensed Program, or any part thereof, alone and not in combination with any other products regardless of source, infringes on any patent or copyright of the United States, or misappropriates a trade secret, and BCA will pay all damages and court costs awarded therein against Customer. The foregoing indemnity is subject to BCA being notified within ten (10) days of such claim in writing and given authority, information and assistance for the defense of such claim. Notwithstanding the foregoing, if any

such Licensed Program, or any part thereof, is held to constitute an infringement or a misappropriation, and use of the Licensed Program by Customer is enjoined, then BCA will, at its sole option and at its own expense, either: (1) procure for Customer the right to continue using such Licensed Program or modify the same so as to make it non-infringing, (2) replace such Licensed Program with a non-infringing product, or (3) modify the same so as to make it non-infringing. In no event will BCA's total liability to Customer under or as a result of compliance with this Paragraph exceed the aggregate amount of applicable license fees paid to BCA by Customer for the allegedly infringing Licensed Program, or part thereof. Customer agrees that the foregoing states the exclusive remedy of Customer with respect to any alleged patent or copyright infringement or trade secret misappropriation.

2.8 Defense. The parties acknowledge and agree that (i) Customer will be utilizing the Licensed Programs to render or arrange for health care services to patients of Metro Nashville and that (ii) BCA does not provide patient health care services in any way, but merely licenses health care information technology solutions. In the event that any third party brings an action against BCA due to alleged health care malpractice, that as among the parties to this Agreement, Customer will assume all responsibility for defending such claims, and will assure that BCA suffers no loss to any such third party. The foregoing excludes third liability against BCA where it has been determined in a final and non-appealable judicial order, that a defect in the Licensed Programs was the proximate cause of the damage to the third party.

ARTICLE III

PAYMENT OF FEES

3.1 Payment For access to the Licensed Programs by Customer during the term of this Agreement, CCS will pay for usage of the Licensed Programs, up to the Maximum Patient Load, the total sum of sum of Two Hundred Forty-Eight Thousand Three Hundred Seventy-Three Dollars (\$248,373.00) (the "License Access Fee") in monthly payments, in advance, as follows:

<u>Year Number</u>	<u>Monthly Payment</u>
1	\$3860.83
2	\$3995.92
3	\$4130.00
4	\$4280.58
5	\$4430.42

CCS is responsible for paying the License Access Fee. There will be no reduction in the License Access Fee if Customer decides to use the Licensed Programs for less than the Maximum Patient Load. Customer acknowledges and agrees that BCA will be provided electronic access to the Designated Computer Server (or any replacement thereof) in order monitor usage of the Licensed Programs. In the event that Customer utilizes the Licensed Programs for more than the Maximum Patient Load, CCS agrees to pay BCA for the excess usage at the rate of six cents (\$0.06) per inmate per day. This amount will be invoiced monthly, in arrears, and payable on "net 30-day" terms.

3.2 Deleted.

3.3 Late Payment By the execution hereof, CCS agrees that any sum not paid when due will bear interest until paid at the maximum rate allowed under applicable law, or if no maximum rate is specified, then at a rate of eighteen percent (18%) per annum, compounded monthly. BCA's imposition of this interest charge shall not impede BCA's ability to exercise its remedies under Article VI. For purposes of this Section 3.3 only, the phrase "paid when due" shall mean the earlier of (a) seven (7) business days after CCS receives payment from Metro Nashville for the particular sums to be remitted by CCS to BCA, or (b) sixty (60) calendar days after the amount becomes due under Section 3.1 above. In the event that payment is not received by BCA within ninety (90) days after the amount becomes due under Section 3.1 above, then upon five (5) business days written notice from BCA to Customer, BCA may as a non-exclusive remedy, cause the License Programs to stop accepting data for new patients, without incurring any liability to Customer or Metro Nashville, and with CCS defending and holding BCA harmless

from any claim from any third party resulting from BCA's exercise of this remedy. BCA's exercise of this remedy shall not preclude it from exercising those remedies under Section 6.2 below.

ARTICLE IV

WARRANTY & BCA DEFAULT

4.1 Documentation and Operation Manuals Customer and BCA expressly agree that the technical documentation and operations manuals provided by BCA which accompany the above-described Licensed Programs are submitted on "AS-IS" basis, and may not adequately detail the total capabilities of the system, but that the above-designated technical documentation and operations manuals contain, at a minimum, those capabilities outlined in the Function List.

4.2 Licensed Programs Provided that Customer is in full compliance with the terms of the BCA ASP Maintenance Agreement executed contemporaneously herewith, BCA warrants that, during the term of this Agreement, the Licensed Programs accessed by Customer, if properly utilized by Customer, will, in all material respects, (i) perform in accordance with the documentation accompanying said Licensed Program, (ii) perform those functions set forth in the Function List and (iii) discharge those functions called for in that certain Statement of Work issued by BCA on August 26, 2005 to The Metropolitan Government of Nashville and Davidson County Metro Public Health Department (Healthcare Services For Inmates In Custody Of Davidson County Sheriff's Office). The warranty specified in this Section 4.2 does not imply that the Licensed Programs will operate without interruption or entirely error free at all times. However, this warranty is intended to state that in the event of a "Covered Error" (as provided in the BCA ASP Maintenance Agreement), BCA will be able to return the affected portion of the Licensed Programs to functionality as provided for in the ASP Maintenance Agreement. In the event of any breach of warranty, Metro Nashville and CCS each agree to look solely to BCA and not to each other to remedy and resolve warranty claims regarding the Licensed Programs in conformity with the terms of this Agreement, notwithstanding any other understanding between or among the parties that might be construed to the contrary.

4.3 Remedy BCA's sole obligation and liability for any breach of the warranties provided in this Agreement will be, in BCA's sole option: (1) to repair or correct the affected Licensed Program so that it will perform in accordance with such specifications set forth in the Function List; or (2) to make an equitable reduction in the License Access Fee. In the event that BCA fails to correct a "Covered Error" in compliance with the terms of the ASP Maintenance Agreement and this Agreement, then, upon fifteen (15) days prior written notice from Customer to BCA, Customer shall be entitled to bring a suit against BCA for breach of contract. Notwithstanding the foregoing, BCA will not be liable for any special, indirect, incidental or consequential damages resulting from or arising out of the use or performance of a Licensed Program whether in an action based on contract or tort, including negligence. In no event will BCA's liability to Customer exceed the amount paid by Customer to BCA under this Agreement.

4.4 Disclaimer of All Other Warranties Except as expressly provided in this Article, BCA MAKES NO OTHER WARRANTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.5 Additional Services Any services which may be made available by BCA to Customer, which are not provided as required by the herein specified warranty, will be performed pursuant only to a BCA Application Service Provider Service Agreement and/or the BCA ASP Maintenance Agreement, which constitute separate and independent contracts.

ARTICLE V

TERMINATION

5.1 Termination It is expressly agreed that Customer may not terminate this Agreement prior to the expiration of the term as provided in Section 2.2 above except that this Agreement shall automatically terminate upon termination of the Metro Contract.

ARTICLE VI

CUSTOMER DEFAULT

6.1 Events of Default Customer will be deemed to have breached this Agreement and an event of default will be deemed to have occurred if: (1) CCS fails to pay BCA when due under Section 3.1 above any payment hereunder and such failure continues unremedied for a period of thirty (30) days after written notice of such failure is given by BCA, or (2) CCS fails to perform or violates any representation, warranty, covenant, condition or agreement to be performed or observed by either of them hereunder (other than such failure as is provided for in clause (1) above) and such failure or breach continues unremedied for a period of thirty (30) days after written notice of such failure or breach is given by BCA to Customer (3) CCS ceases conducting business in the normal course, becomes insolvent or bankrupt, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a custodian or receiver for any part of its business or assets, or avails itself of or becomes subject to any proceeding under any statute or law relating to insolvency or the protection of creditor's rights, or (4) CCS is in default of any of the related agreements referenced in Section 7.3 below to which it is a party, and does not cure as provided for in such agreements.

6.2 Remedies Upon Default Upon occurrence of any event of default as set forth in Section 6.1, and at anytime thereafter, BCA may exercise the following remedies in addition to BCA's rights under Section 3.3 above: (1) as a non-exclusive remedy, BCA may terminate the license granted by this Agreement upon thirty (30) days prior written notice to Customer; (2) BCA may declare all sums due hereunder immediately due and payable (but upon receipt of the applicable payment this clause (2) shall be deemed an exclusive remedy); (3) BCA may, upon thirty (30) days prior written notice to Customer terminate Customer's access to the Licensed Programs without incurring any liability to Customer, and with Customer defending and holding BCA harmless from any claim from any third party resulting from such termination of access to the Licensed Programs, and (4) BCA may exercise any of its other available remedies either at law or in equity. Customer agrees that the aforesaid thirty (30) day notice period will provide them ample time to transition to a new software solution Application Service Provider or otherwise make alternative arrangements for its data processing needs. **Customer acknowledges and agrees that the Licensed Programs contain coding which permits BCA to enforce its remedies under this Section 6.2.**

6.3 Costs and Expenses Customer agrees that, in the event of any breach or default under this Agreement by Customer, Customer will pay to BCA, in addition to any sums owing hereunder, all costs and expenses incurred in the collection and/or enforcement of this Agreement, including, without limitation, court costs and reasonable attorney's fees.

ARTICLE VII

MISCELLANEOUS

7.1 Authority. Each party represents and warrants to the other that it has fully power and legal authority to enter into this Agreement and perform the provisions of this Agreement, that the execution, delivery and performance of this Agreement has been approved by all necessary actions, and that the persons signing this Agreement on behalf of each party have the authority to do so.

7.2 Clinic/Facility Demonstrations Upon receipt of prior written notice from BCA, and at a time mutually convenient to BCA and Customer, Customer will allow BCA to conduct Clinic/Facility demonstrations of

the capabilities of the Licensed Programs at the Designated Location. Said Clinic/Facility demonstrations will be conducted in a manner not to interfere with the Customer's normal business activities.

7.3 Entire Agreement This instrument, together with the related documents specified in Section 7.2 above, contain the entire agreement of the parties with respect to the subject matter hereof; all previous agreements and discussions relating to the same or similar subject matter being merged herein. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein. Each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement. This Agreement may not be changed, amended, modified, terminated or waived including specifically the provisions of this Paragraph except by a writing signed by both parties hereto. Neither this Agreement nor the provisions of this Paragraph may be changed, amended, modified, terminated or waived as a result of any failure to enforce any provision or the waiver of any specific breach or breaches thereof or any course of conduct of the parties.

7.4 Parties in Interest This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that except as permitted herein, neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by Customer without the prior written consent of the other.

7.5 Governing Law; Severability This Agreement will be governed by the law of the State of Tennessee, excluding that body of law pertaining to conflicts of law. In the event that any provision of this Agreement will be determined to be illegal or otherwise unenforceable, the remaining provisions of this Agreement will nevertheless remain in full force and effect.

7.6 Compliance With Applicable Law. BCA and Customer hereby state their mutual intention to be in compliance with all applicable federal and state laws, rules and regulations with regard to health care activities, including but not limited to the Health Insurance Portability and Accountability Act of 1996. In the event that any future statute or regulation requires an amendment to the non-economic provisions of this Agreement in order to be in compliance with applicable law, rule or regulation, then the parties shall act in good faith and negotiate an appropriate rider to this Agreement.

7.7 Notices Except as otherwise provided for herein, any notices or demands permitted or required to be given herein will be deemed given, received and effective three business days after deposit in the United States mail, first class postage prepaid and return receipt requested, or on the business day following dispatch for next business morning delivery if sent by overnight courier guarantying next business morning delivery at the address set forth herein, or to such other address as a party may hereafter substitute by written notice given in the manner prescribed in this section.

7.8 Interpretation Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same will not apply the assumption that the terms hereof will be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the same, it being the express intent of the parties hereto that this Agreement be interpreted as strictly for or against one party as for or against the other.

7.9 Headings The Article and Paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have hereunder set their hands as of the date first above written.

Customer:

Correct Care Solutions, LLC

By: *POSL*

Name: *Patrick J. Cummings*

Title: *Executive Vice-President*

BUSINESS COMPUTER APPLICATIONS, INC.

By: _____

Name: _____

Title: _____

Schedule 1.4

Function List

Schedule 1.6

List of Licensed Programs

BCA®
APPLICATION SERVICE PROVIDER MAINTENANCE AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2005, by and between Business Computer Applications, Inc., a corporation organized and existing under the laws of the State of Tennessee, and having its principal office at 2002 Perimeter Summit Blvd, Suite 880, Atlanta, Georgia 30319 (hereinafter "BCA") and the Customer identified below (hereinafter "Customer"). The Metropolitan Government of Nashville and Davidson County ("Metro Nashville") also joins into this Agreement solely for the purposes of Sections 3.1, 4.1 and 5.4, as well as Articles 7 and 8 of this Agreement.

Customer: Correct Care Solutions - Kansas, LLC, a Kansas limited liability company
Customer's Address: 3343 Perimeter Hill Drive
Suite 200
Nashville, TN 37211

Contact Person: Bob Martin 615-590-1145
& Phone Number: Patrick Cumiskey 615-590-1237

Designated Computer Server:

- (1) Type and Model HP 3410 Enterprise Server
- (2) Serial Number _____
- (3) Designated Location 506 Second Avenue, North Nashville Tennessee 37201

Designated Sites:

<u>Name of Designated Data Center</u>	<u>Address of Designated Site</u>
The Metropolitan Government of Nashville and Davidson County: Davidson County Sheriff's Office	506 Second Avenue, North Nashville TN 37201

Authorized Satellite Facilities:

<u>Name of Satellite Facility</u>	<u>Address of Satellite Facility</u>
The Criminal Justice Center	406 Second Avenue North Nashville TN 37201
Hill Detention Center	506 Second Avenue North Nashville TN 37201
Correctional Development Center Male	5113 Harding Place Nashville TN

<u>Name of Satellite Facility</u>	<u>Designated Location Affiliation</u>	<u>Address of Satellite Facility</u>
		5113 Harding Place

Offender RE-Entry Center		Nashville TN
Mental Health Cooperative		275 Cumberland Bend Drive Nashville TN 37228
Metropolitan Public Health Department		311 23 rd Avenue North Nashville TN 37203
Correct Care Solutions		3343 Perimeter Hill Drive Suite 200 Nashville TN 37211

WITNESSETH

WHEREAS, BCA and Customer have contemporaneously herewith entered into the BCA Application Service Provider License Agreement, the BCA Application Service Provider Service Agreement, and the BCA Application Service Provider Hardware Agreement; and

WHEREAS, Customer desires to have ongoing maintenance and support services and access to Updates in order to more fully utilize the Licensed Programs; and

WHEREAS, BCA is willing to provide ongoing software maintenance and support services to Customer under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this BCA Application Service Provider Maintenance and Support Agreement.

1.2 "Effective Date" means October 1, 2005.

1.3 "Hardware Agreement" means the BCA Hardware Agreement executed contemporaneously herewith.

1.4 "License Agreement" means the BCA Application Service Provider License Agreement executed contemporaneously herewith.

1.5 "Service Agreement" means the BCA Application Service Provider Service Agreement executed contemporaneously herewith.

1.6 "System Error" means a condition whereby a work station access node which is provided and configured by BCA, fails to perform in accordance with the documentation accompanying said Licensed Program and fails to perform those functions set forth in the Function List (as set forth in Schedule 1.3 of the License Agreement).

1.6 "Covered Error" means a System Error as described in Paragraph 2.2 hereof,

1.7 "Non-Covered Error" means without limitation, any malfunction or error described in Paragraph 3.1 hereof for which maintenance and support are not provided for by the terms of this Agreement.

1.8 "Other Definitions" Unless otherwise defined in this Agreement the definitions set forth in the License Agreement will control the definition of any capitalized term herein.

ARTICLE II

SERVICES PROVIDED

2.1 Obligation of Customer to Report Malfunction Customer will immediately notify BCA in writing regarding suspected System Errors, and will provide a listing of output and such other data as is required by BCA in order for it to reproduce operating conditions as existed when the

suspected System Error occurred. Notwithstanding the provisions of Section 8.5 below, such notice shall be by telephone followed by confirmation by facsimile transmission.

2.2 Investigation. By BCA, of Suspected System Error BCA will attempt to identify the source of the System Error, determine the cause thereof and document its findings. If any System Error is determined by BCA to have been caused by BCA's programming, by incorrect instructions by BCA's personnel, or by documentation provided by BCA, then BCA will correct the System Error as a "Covered Error" pursuant to this Article. In addition, in the event that a System Error is attributable to any work station provided by BCA, and if the work station is still under warranty, then BCA will use its best efforts to cause the manufacturer or distributor of the hardware to correct the malfunction.

2.3 Cost of Covered Services The cost of covered services is included in Article V; provided, however, that if the correction requires the physical presence of BCA's technical staff at Customer's facility, and if such facility is located outside of the Atlanta metropolitan area, then Customer will pay BCA's reasonable expenses for travel, lodging, and meals in an amount not to exceed Customer's standard travel reimbursement policy (plus a 15% administration fee), a copy of which will be provided to BCA prior to the services being rendered by BCA.

2.4 Availability of Covered Services Services for Covered Errors are available between the hours of 7:00 A.M. and 5:00 P.M., Central Time, Monday through Friday, excluding holidays.

2.5 Scope of Services for Covered Errors Services for Covered Errors are only provided for the License Programs and supporting documentation licensed by BCA pursuant to the License Agreement and do not extend to any other products or services of any nature or from any other source. Additionally, fees due under this Agreement, the License Agreement, the Service Agreement, and the Hardware Agreement must have been paid current before BCA will have any obligation or liability to perform any work hereunder.

ARTICLE III

EXCLUDED SERVICE

3.1 System Errors Not Covered If any System Error is determined, pursuant to Paragraph 2.2, to have been caused by the use of incorrect data, by the use of incorrect procedure by Customer's personnel, by the use of equipment other than that specified in Schedule 2.3 of the License Agreement (unless approved in writing by BCA in advance) or by any other cause not attributable to BCA, then investigative services under Paragraph 2.2 which exceed one (1) hour will be treated as maintenance and support for "Non-Covered Errors" and will be charged to the Customer at BCA's hourly rates then in effect. Metro Nashville agrees to reimburse Customer for such charges within thirty (30) days of delivery of an invoice from Customer to Metro Nashville. Additionally, BCA will provide Customer and Metro Nashville with an estimate of the cost necessary to correct any such Non-Covered Error and Customer and Metro Nashville may elect to purchase from BCA services necessary to correct such Non-Covered Error. If such services are purchased, Customer will be responsible for payment to BCA, and Metro Nashville will be responsible for reimbursing Customer for such charges within thirty (30) days of delivery of an invoice from Customer to Metro Nashville.

ARTICLE IV

UPDATES

4.1 Updates During the term of this Agreement, Customer and Metro Nashville (through Customer) will have access to all Updates that are released, by BCA, on or after the Effective Date. The Update will be made available to Customer within ninety (90) days after its general release by BCA. Customer's and Metro Nashville's use of any Update provided by BCA to Customer will be governed by the terms of the License Agreement. Maintenance and support of any Update will be governed by the terms of this Agreement.

ARTICLE V

MAINTENANCE AND SUPPORT FEES

5.1 Fees Payable During the term of this Agreement, Customer will pay for the services to be rendered under this Agreement, based on the Maximum Patient Load the sum of One Hundred Seventy-Eight Thousand Two Hundred and Sixty Dollars (\$178,260) (the "Maintenance and Support Fees") in monthly payments, in advance, as follows:

<u>Year Number</u>	<u>Monthly Payment</u>
1	\$1920.83
2	\$3071.33
3	\$3178.83
4	\$3284.50
5	\$3399.50

There will be no reduction in the Maintenance Fee if Customer decides to have less than the Maximum Patient Load. In the event that Customers utilize the Licensed Programs for more than the Maximum Patient Load, CCS agrees to pay BCA for the excess usage at the rate of three cents (\$0.03) per inmate per day. This amount will be invoiced monthly, in arrears, and payable on "net 30-day" terms.

5.2 Expenses Payable All charges for expenses incurred by BCA pursuant to the terms of this Agreement will be invoiced by BCA to Customer and will be paid by Customer within thirty (30) days of the invoice date. This provision does not apply to the Maintenance and Support Fees payable pursuant to Section 5.1 above.

5.3 Net Payment All amounts payable to BCA under this Agreement are payable in full to BCA without deduction for any customs, duties, federal, state or local excise, sales, use or other taxes. Customer agrees to promptly pay to BCA the amount of all taxes (including without limitation, sales, use, privilege, ad valorem, personal property, withholding or excise taxes, and customs, duties however designated) which arise as a result of the transactions contemplated hereunder, but exclusive of federal, state and local income taxes based on BCA's net income.

5.4 Late Payment By the execution hereof, Customer agrees that any sum not paid when due will bear interest until paid at the maximum rate allowed under applicable law, or if no maximum rate is specified, then at a rate of eighteen percent (18%) per annum, compounded monthly. Regardless of whether or not BCA assesses or collects an interest charge, BCA shall not be required to continue rendering services under this Agreement if Customer is more than thirty (30) days late in payment. For purposes of this Section 5.4 only, the phrase "paid when due" shall mean the earlier of (a) seven (7) business days after Customer receives payment from Metro Nashville for the particular sums to be remitted by Customer to BCA under this Agreement, or (b)

sixty (60) calendar days after the amount becomes due under Sections 3.1, 5.1 and 5.2 above. In the event that payment is not received by BCA within ninety (90) days after the amount becomes due under Sections 3.1, 5.1 and 5.2 above, then upon five (5) business days prior written notice from BCA to Customers, BCA may as a non-exclusive remedy, cease providing any further services under this Agreement, without incurring any liability to Customer or Metro Nashville, and with Customer defending and holding BCA harmless from any claim from any party resulting from BCA's exercise of this remedy.

ARTICLE VI

TERM OF AGREEMENT

6.1 Term of Agreement This Agreement will commence as of October 1, 2005, and will continue in effect until then end of the thirty-sixth (36th) month. Thereafter Customer shall have two (2) twelve-month renewals at the option of Customer. Customer may not terminate this Agreement prior to the expiration of the thirty-sixth (36th) month. In the event that Customer decides to exercise a renewal option, written notice of the exercise of the renewal option shall be delivered to BCA not less than thirty (30) days prior to the end of the then current term.

6.2 Termination of Agreement by BCA BCA may terminate this Agreement in the event of any of the following events:

- (a) Customer breaches the License Agreement, Service Agreement or Hardware Agreement;
- (b) Customer fails to comply with any obligation required of it pursuant to the terms of this Agreement and such failure continues in excess of thirty (30) days after receipt of notice, from BCA, of such failure; or
- (c) Customer ceases conducting business in the normal course, becomes insolvent, is granted a discharge pursuant to Title 11 of the United States Code, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a custodian or receiver for any part of its business or assets, or avails itself of or becomes subject to any proceeding under any statute or law

relating to insolvency or the protection of creditor's rights.

ARTICLE VII

DISCLAIMER OF WARRANTIES

7.1 Updates BCA makes no representation or warranty with respect to Updates provided by BCA under this Agreement as to merchantability or fitness for any particular purpose of such Updates nor any other warranty, express or implied arising by law or otherwise as to such Updates, and all such Updates are delivered on an "AS-IS" basis except as stated in this Agreement.

7.2 Services THE SERVICES RENDERED PURSUANT TO THE TERMS OF THIS AGREEMENT ARE RENDERED ON A BEST EFFORTS BASIS AND BCA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL BCA BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS RESULTING FROM THE USE OF THE SOFTWARE SYSTEM, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY, OR ARISING OUT OF ANY OTHER ACTION, WHETHER BASED ON BREACH OF CONTRACT OR TORT.

7.3 Limitation of Liability BCA will not be liable for failure or delay in providing any Update or service specified herein due to fire, riot, war (declared or undeclared), acts of terrorism, labor disputes, acts of God, or causes or conditions beyond its reasonable control. In no event will BCA's liability to Customer exceed the amount paid by Customer to BCA hereunder.

ARTICLE VIII

MISCELLANEOUS

8.1 Entire Agreement

This instrument together with the License Agreement, Service Agreement and Hardware Agreement contains the entire agreement of the parties with respect to the subject matter hereof; all previous agreements and discussions relating to the same or similar subject matter being merged herein. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein. Each of the parties hereto acknowledges that it has relied on its own judgment in entering into this Agreement. This Agreement may not be changed, amended, modified, terminated or waived including specifically the provisions of this Paragraph except by a writing signed by both parties hereto. Neither this Agreement nor the provisions of this Paragraph may be changed, amended, modified, terminated or waived as a result of any failure to enforce any provision or the waiver of any specific breach or breaches thereof or any course of conduct of the parties.

8.2 Parties in Interest

This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder will be assigned by Customer without the prior written consent of BCA.

8.3 Governing Law; Severability

This Agreement is effective upon its acceptance by BCA at its offices in Nashville, Tennessee and will be governed by the law of the State of Tennessee, excluding that body of law pertaining to conflicts of law. In the event that any provisions of this Agreement will be determined to be illegal or otherwise unenforceable, the remaining provisions of this Agreement will nevertheless remain in full force and effect.

8.4 Compliance With Applicable Law

BCA and Customer hereby state their mutual intention to be in compliance with all applicable federal and state laws, rules and regulations with regard to health care activities, including but not limited to the Health Insurance Portability and Accountability Act of 1996. In the event that any future statute or regulation requires an amendment to the non-economic provisions of this Agreement in order to be in compliance with applicable law, rule or regulation, then the parties shall act in good faith and negotiate an appropriate rider to this Agreement.

8.5 Notices Except as otherwise provided for herein, any notices or demands permitted or required to be given herein will be deemed given, received and effective three business days after deposit in the United States mail, first class postage prepaid and return receipt requested, or on the business day following dispatch for next business morning delivery if sent by overnight courier guarantying next business morning delivery at the address set forth herein, or to such other address as a party may hereafter substitute by written notice given in the manner prescribed in this section.

8.6 Interpretation Should the provisions of this Agreement require judicial interpretation, it is agreed that the judicial body interpreting or construing the same will not apply the assumption that the terms hereof will be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the same, it being the express intent of the parties hereto that this Agreement be interpreted as strictly for or against one party as for or against the other.

8.7 Headings The Article and Paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

8.8 Related Agreements This Agreement shall be of no force or effect, and BCA shall have no obligation hereunder, unless Customer executes, contemporaneously herewith, the following related agreements:

- BCA License Agreement;
- BCA Service Agreement; and
- BCA Computer Equipment and Telecommunications Agreement

8.9 Confidentiality of Customer's Information With respect to financial, statistical and personnel data relating to Customer's business which is confidential, which is clearly so designated, and which is submitted to BCA by Customer in order to carry out its work hereunder, BCA will keep such information confidential by using the same care and

discretion BCA uses with similar information which BCA has designated confidential.

IN WITNESS WHEREOF, the parties have hereunto set their hands under seal as of the date set forth above and below.

Correct-Care Solutions - Kansas, LLC

By: [Signature]

Name: Patrick S. Cummings

Title: Executive Vice-President

BUSINESS COMPUTER APPLICATIONS, INC.

By: _____

Name: _____

Title: _____

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: [Signature]

Name: Jeff L. Gossage

Title: Assistant Finance Dir.

& Purchasing Agent